

## **AGENDA**

### **Plans and Programs Policy Committee**

**November 15, 2006, 12:00 p.m.**

#### **Location:**

**SANBAG Offices**  
**1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor**  
**San Bernardino, CA 92410**  
***The Super Chief Room***

#### **Plans and Programs Committee Membership**

##### **Chair**

*Paul Eaton, Mayor*  
*City of Montclair*

##### **Vice Chair**

*Mark Nuaimi, Mayor*  
*City of Fontana*

##### **East Valley Representatives**

*Bea Cortes, Mayor Pro Tem*  
*City of Grand Terrace*

*Richard Riddell, Mayor*  
*City of Yucaipa*

*Larry McCallon, Council Member*  
*City of Highland*

##### **West Valley Representatives**

*Diane Williams, Mayor Pro Tem*  
*Rancho Cucamonga*

##### **Mountain/Desert Representatives**

*Kevin Cole, Mayor*  
*Twentynine Palms*

*Paul Cook, Mayor*  
*Town of Yucca Valley*

*James Lindley, Council Member*  
*City of Hesperia*

##### **San Bernardino County**

*Bill Postmus, Supervisor*

*Paul Biane, Supervisor*

*Dennis Hansberger, Supervisor*

*Josie Gonzalez, Supervisor*

*Gary Ovitt, Supervisor*

*San Bernardino Associated Governments (SANBAG) is a council of governments formed in 1973 by joint powers agreement of the cities and the County of San Bernardino. SANBAG is governed by a Board of Directors consisting of a mayor or designated council member from each of the twenty-four cities in San Bernardino County and the five members of the San Bernardino County Board of Supervisors.*

*In addition to SANBAG, the composition of the SANBAG Board of Directors also serves as the governing board for several separate legal entities listed below:*

*The San Bernardino County Transportation Commission, which is responsible for short and long range transportation planning within San Bernardino County, including coordination and approval of all public mass transit service, approval of all capital development projects for public transit and highway projects, and determination of staging and scheduling of construction relative to all transportation improvement projects in the Transportation Improvement Program.*

*The San Bernardino County Transportation Authority, which is responsible for administration of the voter-approved half-cent transportation transactions and use tax levied in the County of San Bernardino.*

*The Service Authority for Freeway Emergencies, which is responsible for the administration and operation of a motorist aid system of call boxes on State freeways and highways within San Bernardino County.*

*The Congestion Management Agency, which analyzes the performance level of the regional transportation system in a manner which ensures consideration of the impacts from new development and promotes air quality through implementation of strategies in the adopted air quality plans.*

*As a Subregional Planning Agency, SANBAG represents the San Bernardino County subregion and assists the Southern California Association of Governments in carrying out its functions as the metropolitan planning organization. SANBAG performs studies and develops consensus relative to regional growth forecasts, regional transportation plans, and mobile source components of the air quality plans.*

*Items which appear on the monthly Board of Directors agenda are subjects of one or more of the listed legal authorities. For ease of understanding and timeliness, the agenda items for all of these entities are consolidated on one agenda. Documents contained in the agenda package are clearly marked with the appropriate legal entity.*

San Bernardino Associated Governments  
County Transportation Commission  
County Transportation Authority  
Service Authority for Freeway Emergencies  
County Congestion Management Agency

**Plans and Programs Policy Committee**

**November 15, 2006**

**12:00 p.m.**

**LOCATION:**

**San Bernardino Associated Governments  
1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino  
*The Super Chief Room***

**CALL TO ORDER - 12:00 p.m.**

***(Meeting chaired by Mayor Paul Eaton)***

- I. Attendance
- II. Announcements
- III. Agenda Notices/Modifications

**1. Possible Conflict of Interest Issues for the SANBAG Plans and Programs Meeting of November 15, 2006 Pg. 7**

Note agenda item contractors, subcontractors and agents which may require member abstentions due to conflict of interest and financial interests. Member abstentions shall be stated and recorded on the appropriate item in the minute summary for each month.

**Consent Calendar**

Consent Calendar items shall be adopted by a single vote unless removed by Board member request. Items pulled from the consent calendar will be brought up at the end of the agenda.

**2. Plans and Programs Attendance Roster**

**Pg. 8**

A quorum shall consist of a majority of the membership of each SANBAG Policy Committee, except that all County Representatives shall be counted as one for the purpose of establishing a quorum.

***Notes/Action***

## **Discussion Calendar**

### **Regional and Quality of Life Programs**

3. **Agreement between the State of California Department of Transportation (Caltrans) and the San Bernardino Associated Governments (SANBAG), for Freeway Service Patrol (FSP) funding.** Pg. 9

Approve Agreement No. R07-096 between Caltrans and SANBAG, to accept State funds for the operations and management of FSP services for \$1,272,539, as outline in the Financial Impact Section below. **Marla Modell**

### **Subregional Transportation Planning & Programming Programs**

4. **Regional Housing Needs Assessment Status** Pg. 18

Receive information. **Ty Schuiling**

5. **City of Fontana Project Advancement Agreements** Pg. 26

Approve Project Advancement Cooperative Agreements with the City of Fontana as follows:

- a. C07058 - Baseline Ave Widening from Citrus Ave to 330' East of Mango Ave
- b. C07059 - Cherry Ave Widening from Jurupa Ave to Slover Ave
- c. C07060 - Foothill Blvd Widening from East Ave to Hemlock Ave
- d. C07061 - Sierra Ave Widening from Baseline Ave to Walnut Ave
- e. C07062 - Jurupa Ave Widening from Etiwanda Ave to Sierra Ave
- f. C07063 - Citrus Ave Widening from Baseline Ave to So. Highland Ave
- g. C07064 - Walnut Ave Widening from Citrus Ave to Sierra Ave
- h. C07065 - So. Highland Ave Widening from San Sevaire Rd to Citrus Ave
- i. C07129 - I-15/Duncan Ave Interchange Construction

**Andrea Zureick**

**This item will be reviewed by the Plans and Programs Policy Committee on November 15, 2006. This item has been submitted for review by Counsel.**

**Subregional Transportation Planning & Programming Programs Cont.****6. Amendments to Contracts 02-012 and 04-010 with Albert Grover & Associates (AGA) for Design, Implementation, and Monitoring of the Coordinated Traffic Signal System Program – Tiers 1 and 2** Pg. 92

1. Approve Amendment No. 2 to Contract 02-012 with AGA for Design, Implementation, and Monitoring of the Coordinated Traffic Signal System Program – Tier 1, increasing the contract amount by \$748,780, as specified in the Financial Impact Section, and extending the contract completion date to September 1, 2010.
2. Approve Amendment No. 1 to Contract 04-010 with AGA for Design, Implementation, and Monitoring of the Coordinated Traffic Signal System Program – Tier 2, increasing the contract amount by \$437,840, as specified in the Financial Impact Section, and extending the contract completion date to September 1, 2010.
3. Approve budget amendment to increase Task 70107000 in the amount of \$1,186,620. Funding source is State Highway Operations and Protection Program (SHOPP) funds as detailed in the Financial Impact Section.. **Andrea Zureick**

**This item has been submitted for review by Counsel. This item will be reviewed by the Plans and Programs Policy Committee on November 15, 2006.**

**7. Agreement between the State of California Department of Transportation (Caltrans) and the San Bernardino Associated Governments (SANBAG) for funding for Tiers 1 and 2 of the San Bernardino Valley Coordinated Traffic Signal System Program** Pg. 106

Approve Cooperative Agreement C07136 between Caltrans and SANBAG to accept State funds for Tiers 1 and 2 of the San Bernardino Valley Coordinated Traffic Signal System Program in the amount of \$1,500,000, as outlined in the Financial Impact Section.  
**Andrea Zureick**

**This item will be reviewed by the Plans and Programs Policy Committee on November 15, 2006. The item has been submitted for review by Counsel.**

**Subregional Transportation Planning & Programming Programs Cont.****8. Annual Determination of Local Government Conformance to the Congestion Management Program (CMP) Pg. 113**

- 1) Approve annual determination of conformance with the CMP for local governments within San Bernardino County pursuant to California Government Code Section 65089.3.
- 2) Should it be necessary, notice and hold a public hearing at the December 6 Board of Directors meeting for a finding of non-conformance for local jurisdictions out of compliance with the CMP. **Ryan Graham**

**9. Measure I 2010-2040 Strategic Plan Policy Issues Pg. 118**

Review and discuss white paper issues for furtherance of the Strategic Plan. **Ty Schuiling**

**10. San Bernardino Valley Freeway System Analysis Pg. 141**

Receive Presentation on the Macro-simulation Software FREQ  
**Ryan Graham**

**11. Quarterly Administrative Report on SANBAG Federal Funding Programs Pg. 143**

- 1) Receive report on quarterly reporting and obligation status.
- 2) Adopt a finding of compliance with obligation requirements for all affected agencies. **Ty Schuiling**

**Transit/Commuter Rail Program****12. Preparation of an Operations Analysis of the Morongo Basin Transit Authority and Mountain Area Regional Transit Authority. Pg. 149**

Award Contract 07073 – Preparation of an Operations Analysis of the Morongo Basin Transit Authority (MBTA) and Mountain Area Regional Transit Authority (MARTA) to the firm of Nelson/Nygaard Consulting Associates, Inc. in the amount not to exceed \$179,718 as identified in the Financial Impact Section. **Mike Bair**

**Public Comments**

Items under this heading will be referred to staff for further study, research, completion and/or future actions.

**13. Additional Items from Committee Members****14. Brief Comments by General Public**

Additional Information

## 15. Acronym List

Pg. 172

ADJOURNMENT

Complete packages of this agenda are available for public review at the SANBAG offices. Staff reports for items may be made available upon request. For additional information call (909) 884-8276 and ask for Joanne Cook.

The next Plans and Programs Meeting  
is November 15, 2006.

## Meeting Procedures and Rules of Conduct

### Meeting Procedures

The Ralph M. Brown Act is the state law which guarantees the public's right to attend and participate in meetings of local legislative bodies. These rules have been adopted by the Board of Directors in accordance with the Brown Act, Government Code 54950 et seq., and shall apply at all meetings of the Board of Directors and Policy Committees.

### Accessibility

The SANBAG meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or services are needed in order to participate in the public meeting, requests should be made through the Clerk of the Board at least three (3) business days prior to the Board meeting. The Clerk's telephone number is (909) 884-8276 and office is located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino, CA.

**Agendas** – All agendas are posted at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino at least 72 hours in advance of the meeting. Staff reports related to agenda items may be reviewed at the SANBAG offices located at 1170 W. 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, San Bernardino and our website: [www.sanbag.ca.gov](http://www.sanbag.ca.gov).

**Agenda Actions** – Items listed on both the "Consent Calendar" and "Items for Discussion" contain suggested actions. The Board of Directors will generally consider items in the order listed on the agenda. However, items may be considered in any order. New agenda items can be added and action taken by two-thirds vote of the Board of Directors.

**Closed Session Agenda Items** – Consideration of closed session items *excludes* members of the public. These items include issues related to personnel, pending litigation, labor negotiations and real estate negotiations. Prior to each closed session, the Chair will announce the subject matter of the closed session. If action is taken in closed session, the Chair may report the action to the public at the conclusion of the closed session.

**Public Testimony on an Item** – Members of the public are afforded an opportunity to speak on any listed item. Individuals wishing to address the Board of Directors or Policy Committee Members should complete a "Request to Speak" form, provided at the rear of the meeting room, and present it to the Clerk prior to the Board's consideration of the item. A "Request to Speak" form must be completed for *each* item an individual wishes to speak on. When recognized by the Chair, speakers should be prepared to step forward and announce their name and address for the record. In the interest of facilitating the business of the Board, speakers are limited to three (3) minutes on each item. Additionally, a twelve (12) minute limitation is established for the total amount of time any one individual may address the Board at any one meeting. The Chair or a majority of the Board may establish a different time limit as appropriate, and parties to agenda items shall not be subject to the time limitations.

The Consent Calendar is considered a single item, thus the three (3) minute rule applies. Consent Calendar items can be pulled at Board member request and will be brought up individually at the specified time in the agenda allowing further public comment on those items.

**Agenda Times** – The Board is concerned that discussion take place in a timely and efficient manner. Agendas may be prepared with estimated times for categorical areas and certain topics to be discussed. These times may vary according to the length of presentation and amount of resulting discussion on agenda items.

**Public Comment** – At the end of the agenda, an opportunity is also provided for members of the public to speak on any subject within the Board's authority. *Matters raised under "Public Comment" may not be acted upon at that meeting. "Public Testimony on any Item" still apply.*

**Disruptive Conduct** – If any meeting of the Board is willfully disrupted by a person or by a group of persons so as to render the orderly conduct of the meeting impossible, the Chair may recess the meeting or order the person, group or groups of person willfully disrupting the meeting to leave the meeting or to be removed from the meeting. Disruptive conduct includes addressing the Board without first being recognized, not addressing the subject before the Board, repetitiously addressing the same subject, failing to relinquish the podium when requested to do so, or otherwise preventing the Board from conducting its meeting in an orderly manner. *Please be aware that a NO SMOKING policy has been established for meetings. Your cooperation is appreciated!*



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
- San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 1

**Date:** November 15, 2006

**Subject:** Information Relative to Possible Conflict of Interest

**Recommendation\*:** Note agenda items and contractors/subcontractors which may require member abstentions due to possible conflicts of interest.

**Background:** In accordance with California Government Code 84308, members of the Board of Directors may not participate in any action concerning a contract where they have received a campaign contribution of more than \$250 in the prior twelve months from an entity or individual. This agenda contains recommendations for action relative to the following contractors:

Item No.	Contract No.	Contractor/Agents	Subcontractors
12	C07073	Nelson/Nygaard Linda Rhine	Patti Post & Associates Patti Post

**Financial Impact:** This item has no direct impact on the 2006/2007 Budget.

**Reviewed By:** This item is prepared monthly for review by the Board of Directors and policy committee members.

**Responsibility Staff:** Ty Schuiling, Director of Planning and Programming

*Approved*  
*Plans and Programs Committee*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

# PLANS AND PROGRAMS POLICY COMMITTEE ATTENDANCE - 2006

Name	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
<b>EAST VALLEY</b>												
Richard Riddell	X	X	X	X	X	X	X	Cancelled	X	X		
Bea Cortes								Cancelled	X			
Larry McCallon				X	X		X	Cancelled	X	X		
<b>WEST VALLEY</b>												
Paul Eaton Chair	X		X	X	X	X	X	Cancelled	X	X		
Mark Nuaimi	X		X					Cancelled	X	X		
Diane Williams	X	X	X	X	X	X	X	Cancelled	X	X		
<b>MT/DESERT</b>												
Kevin Cole	X	X	X	X	X		X	Cancelled	X	X		
Paul Cook	X	X	X		X			Cancelled	X	X		
Jim Lindley	X	X	X	X	X	X	X	Cancelled		X		
<b>SAN BERNARDINO COUNTY</b>												
Gary Ovitt	X	X		X				Cancelled	X			
Josie Gonzales	X	X	X		X		X	Cancelled	X	X		
Dennis Hansberger	X		X	X			X	Cancelled	X	X		
Paul Biane	X	X	X	X			X	Cancelled		X		
Bill Postmus		X	X	X				Cancelled	X	X		

X - indicates member attended the meeting.

Crossed out box indicates member was not on the committee as of that month.

Empty box indicates committee members did not attend the meeting in that month.

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- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
  - San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
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**AGENDA ITEM: 3**

**Date:** November 15, 2006

**Subject:** Agreement between the State of California Department of Transportation (Caltrans) and the San Bernardino Associated Governments (SANBAG), for Freeway Service Patrol (FSP) funding.

**Recommendations:**\* Approve Agreement No. R07-096 between Caltrans and SANBAG, to accept State funds for the operations and management of FSP services for \$1,272,539, as outlined in the Financial Impact Section below.

**Background:** SANBAG began pursuing funding for FSP several years ago, culminating with the first State FSP allocation starting in Fiscal Year (FY) 2005/2006. FSP consists of a fleet of tow trucks roaming urban freeways for the purpose of assisting motorists with their disabled vehicles during peak periods of congestion. The stretch of highway that the fleet roams up and down is referred to as a "beat." As tow trucks roam a particular beat, motorists can expect a quick response from FSP when the motorists' vehicles become disabled. Over the years, FSP programs have demonstrated many benefits by reducing the amount of time a motorist is in unsafe conditions in traffic lanes, traffic delay, fuel consumption, vehicular emissions and secondary accidents.

In January 2006, SANBAG began operating four FSP beats, three on Interstate (I) 10 from the Los Angeles county line to Waterman Avenue in San Bernardino, and one on I-15 from the Riverside County line to Baseline Avenue in Rancho Cucamonga. SANBAG is planning to implement two new beats in January 2007 and then two more in the spring of 2007. The additional beats approved by the SANBAG Board to be implemented, include all of State Route (SR) 60 in San

*Approved*  
*Plans and Programs Committee*

*Date:* \_\_\_\_\_

*Moved: Second:*

*In Favor: Opposed: Abstained:*

*Witnessed:* \_\_\_\_\_

Bernardino county, I-215 from the Riverside County line to University Avenue in San Bernardino, and on I-10 from Waterman through Orange Street in Redlands.

These services are funded through a combination of State, Measure I Transportation and Environmental Enhancement Management Program (TMEE) or funding from the Mobile Source Air Pollution Reduction Review Committee. State funds are allocated on an annual basis to participating agencies through a formula based on population, urban freeway lane miles, and levels of congestion in those urban areas. Please refer to the attached agreement, which stipulate the FY 2006/2007 State contribution in the amount of \$1,272,539 (80% of total participating costs), and the local match of \$318,135 (20% of total participating costs), for a total funding package to be dedicated to FSP of \$1,590,674. Note that these State funds must be expended within two fiscal years of obligation; therefore, any funds not claimed in the current fiscal year may be carried over and expended in subsequent years.

The four current operating FSP beats have provided 17,989 assists to stranded motorists since program inception in January 2006. The service is provided Monday through Friday peak commute hours, 5:30 a.m. to 8:30 a.m. (Monday through Friday), 3:00 p.m. to 7:00 p.m. (Monday through Thursday), and 1:00 p.m. to 7:00 p.m. (Friday). The program's day to day field supervision is handled by the California Highway Patrol.

As the program is implemented and progresses, Staff will bring forward periodic updates and news on the programs' success.

**Financial Impact:** The funding as well as expenses generated as a result of this item is included in the Fiscal Year 2006/2007 Budget, TN 70407000.

**Reviewed By:** This item will be reviewed for approval by the Plans and Programs Committee on November 15, 2006. The item has been reviewed and approved by Legal Counsel.

**Responsible Staff:** Marla Modell, Air Quality/Mobility Programs Specialist

**SANBAG Contract No. R07-096**

by and between

San Bernardino Associated Governments

and

California Department of Transportation

for

**Freeway Service Patrol Fund Transfer Agreement****FOR ACCOUNTING PURPOSES ONLY**

<input type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input checked="" type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Amendment

**Notes:**

Original Contract:	\$ <u>1,272,539</u>	Previous Amendments Total:	\$ _____
Contingency Amount:	\$ _____	Previous Amendments Contingency Total:	\$ _____
		Current Amendment:	\$ _____
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 1,272,539**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
70407000	Various	State of California	0796	\$ <u>1,272,539</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>12/06/06</u>	Contract Start: <u>7/1/06</u>	Contract End: <u>6/30/08</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

Approved Budget Authority →	Fiscal Year: <u>2006/07</u> \$ <u>392,971</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>879,568</u>
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Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? 70407000If no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT****Please mark an "X" next to all that apply:**☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☒ No ☐ Yes \_\_\_\_\_ %Task Manager: Michelle KirkhoffContract Manager: Marla Modell

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: CSSR07096-MMK.doc

FREIGHT SERVICE PATROL PROGRAM  
FUND TRANSFER AGREEMENT (Non Federal)

Agreement No. FSP07-6053(073)  
Project No. FSP07-6053(073)

Location: 08-SBD-Var-SBAG  
EA: 08-924991L

THIS AGREEMENT, effective on July 1, 2006, is between the State of California, acting by and through the Department of Transportation, hereinafter referred to as STATE, and the San Bernardino Associated Governments, a public agency, hereinafter referred to as "ADMINISTERING AGENCY."

WHEREAS, Streets and Highways Code (S&HC) Section 2560 et seq. authorizes STATE and administering agencies to develop and implement a Freeway Service Patrol (FSP) program on traffic-congested urban freeways throughout the state; and

WHEREAS, STATE has distributed available State Highway Account funds to administering agencies participating in the FSP Program in accordance with S&HC Section 2562; and

WHEREAS, ADMINISTERING AGENCY has applied to STATE and has been selected to receive funds from the FSP Program for the purpose of Freeway Service Patrol for FY 2006-2007; hereinafter referred to as "PROJECT"; and

WHEREAS, proposed PROJECT funding is as follows:

Total Cost	State Funds	Local Funds
\$1,590,674.00	\$1,272,539.00	\$318,135.00 ; and

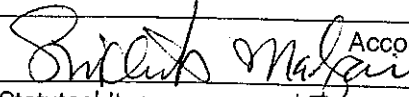
WHEREAS, STATE is required to enter into an agreement with ADMINISTERING AGENCY to delineate the respective responsibilities of the parties relative to prosecution of said PROJECT; and

WHEREAS, STATE and ADMINISTERING AGENCY mutually desire to cooperate and jointly participate in the FSP program and desire to specify herein the terms and conditions under which the FSP program is to be conducted; and

WHEREAS, ADMINISTERING AGENCY has approved entering into this Agreement under authority of Resolution No. \_\_\_\_\_ approved by ADMINISTERING AGENCY on \_\_\_\_\_, a copy of which is attached.

For Caltrans Use Only

I hereby Certify upon my own personal knowledge that budgeted funds are available for this encumbrance

		Accounting Officer	Date	\$ 1,272,539.00				
Chapter	Statutes	Item	Fiscal Year	Program	BC	Category	Fund Source	\$
47	2006	2660-102-042	2006/2007	20.30.010.600	C	262040	114-042-T	1,272,539.00

NOW, THEREFORE, the parties agree as follows:

## SECTION I

### STATE AGREES:

1. To define or specify, in cooperation with ADMINISTERING AGENCY, the limits of the State Highway segments to be served by the FSP as well as the nature and amount of the FSP dedicated equipment, if any, that is to be funded under the FSP program.
2. To pay ADMINISTERING AGENCY the STATE's share, in amount not to exceed \$1,272,539.00, of eligible participating PROJECT costs.
3. To Deposit with ADMINISTERING AGENCY, upon ADMINISTERING AGENCY's award of a contract for PROJECT services and receipt of an original and two signed copies of an invoice in the proper form, including identification of this Agreement Number and Project Number, from ADMINISTERING AGENCY, the amount of \$203,606.24. This initial deposit represents STATE's share of the estimated costs for the initial two months of PROJECT. Thereafter, to make reimbursements to ADMINISTERING AGENCY as promptly as state fiscal procedures will permit, but not more often than monthly in arrears, upon receipt of an original and two signed copies of invoices in the proper form covering actual allowable costs incurred for the prior sequential month's period of the Progress Payment Invoice. (The initial deposit will be calculated at 16% of the STATE's total share.)
4. When conducting an audit of the costs claimed by ADMINISTERING AGENCY under the provisions of this Agreement, STATE will rely to the maximum extent possible on any prior audit of ADMINISTERING AGENCY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to STATE when planning and conducting additional audits.

## SECTION II

### ADMINISTERING AGENCY AGREES:

1. To commit and contribute matching funds from ADMINISTERING AGENCY resources, which shall be an amount not less than 25 percent of the amount provided by STATE from the State Highway Account.
2. The ADMINISTERING AGENCY's detailed PROJECT Cost Proposal which identifies all anticipated direct and indirect PROJECT costs which ADMINISTERING AGENCY may invoice STATE for reimbursement under this Agreement is attached hereto and made an express part of this Agreement. The detailed PROJECT Cost Proposal reflects the provisions and/or regulations of Section III, Article 8, of this Agreement.
3. To use all state funds paid hereunder only for those transportation related PROJECT purposes that conform to Article XIX of the California State Constitution.

4. STATE funds provided to ADMINISTERING AGENCY under this Agreement shall not be used for administrative purposes by ADMINISTERING AGENCY.
5. To develop, in cooperation with STATE, advertise, award and administer PROJECT contract(s) in accordance with ADMINISTERING AGENCY competitive procurement procedures.
6. Upon award of a contract for PROJECT, to prepare and submit to STATE an original and two signed copies of invoicing for STATE's initial deposit specified in Section I, Article 3. Thereafter, to prepare and submit to STATE an original and two signed copies of progress invoicing for STATE's share of actual expenditures for allowable PROJECT costs.
7. Said invoicing shall evidence the expenditure of ADMINISTERING AGENCY's PROJECT participation in paying not less than 20% of all allowable PROJECT costs and shall contain the information described in Chapter 5 of the Local Assistance Procedures Manual and shall be mailed to the Department of Transportation, Accounting Service Center, MS 33, Local Program Accounting Branch, P.O. Box 942874, Sacramento CA, 94274-0001.
8. Within 60 days after completion of PROJECT work to be reimbursed under this Agreement, to prepare a final invoice reporting all actual eligible costs expended, including all costs paid by ADMINISTERING AGENCY and submit that signed invoice, along with any refund due STATE, to the District Local Assistance Engineer. Backup information submitted with said final invoice shall include all FSP operational contract invoices paid by ADMINISTERING AGENCY to contracted operators included in expenditures billed for to STATE under this Agreement.

#### 9. COST PRINCIPLES

- A) ADMINISTERING AGENCY agrees to comply with, and require all project sponsors to comply with, Office of Management and Budget Circular A-87, Cost Principles for State and Local Government, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- B) ADMINISTERING AGENCY will assure that its Fund recipients will be obligated to agree that (1) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items and (2) those parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Funds as a contractor or subcontractor under this Agreement shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C) Any Fund expenditures for costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under Office of Management and Budget Circular A-87, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by ADMINISTERING AGENCY to STATE. Should ADMINISTERING AGENCY fail to reimburse Fund moneys due STATE within 30 days of demand, or within such other period as may be agreed in writing between the Parties hereto, STATE is authorized to intercept and withhold future payments due ADMINISTERING AGENCY from STATE or any third-party source, including, but not limited to, the State Treasurer, the State Controller and the California Transportation Commission.



## 10. THIRD PARTY CONTRACTING

A) ADMINISTERING AGENCY shall not award a construction contract over \$10,000 or other contracts over \$25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code Sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed using Funds without the prior written approval of STATE.

B) Any subcontract or agreement entered into by ADMINISTERING AGENCY as a result of disbursing Funds received pursuant to this Agreement shall contain all of the fiscal provisions of this Agreement; and shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as project costs only after those costs are incurred and paid for by the subcontractors.

C) In addition to the above, the preaward requirements of third party contractor/consultants with ADMINISTERING AGENCY should be consistent with Local Program Procedures as published by STATE.

## 11. ACCOUNTING SYSTEM

ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain an accounting system and records that properly accumulate and segregate Fund expenditures by line item. The accounting system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP), enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices.

## 12. RIGHT TO AUDIT

For the purpose of determining compliance with this Agreement and other matters connected with the performance of ADMINISTERING AGENCY's contracts with third parties, ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors and STATE shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times for three years from the date of final payment of Funds to ADMINISTERING AGENCY. STATE, the California State Auditor, or any duly authorized representative of STATE or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent for audits, examinations, excerpts, and transactions, and ADMINISTERING AGENCY shall furnish copies thereof if requested.

### 13. TRAVEL AND SUBSISTENCE

Payments to only ADMINISTERING AGENCY for travel and subsistence expenses of ADMINISTERING AGENCY forces and its subcontractors claimed for reimbursement or applied as local match credit shall not exceed rates authorized to be paid exempt non-represented State employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced are in excess of those authorized DPA rates, then ADMINISTERING AGENCY is responsible for the cost difference and any overpayments shall be reimbursed to STATE on demand.

### 14. SINGLE AUDIT

ADMINISTERING AGENCY agrees to include all state (Funds) and federal funded projects in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with Office of Management and Budget Circular A-133.

## SECTION III

### IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement is available only upon the passage of the State Budget Act containing these STATE funds. The starting date of eligible reimbursable activities shall be July 1, 2006.
2. All obligations of ADMINISTERING AGENCY under the terms of this Agreement are subject to authorization and allocation of resources by ADMINISTERING AGENCY.
3. ADMINISTERING AGENCY and STATE shall jointly define the initial FSP program as well as the appropriate level of FSP funding recommendations and scope of service and equipment required to provide and manage the FSP program. No changes shall be made in these unless mutually agreed to in writing by the parties to this Agreement.
4. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the legal liability of either party to this Agreement by imposing any standard of care with respect to the maintenance of State highways different from the standard of care imposed by law.
5. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, ADMINISTERING AGENCY shall fully defend, indemnify and save harmless the State of California, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction delegated to ADMINISTERING AGENCY under this Agreement.

6. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify and save harmless ADMINISTERING AGENCY, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction delegated to STATE under this Agreement.

7. ADMINISTERING AGENCY will maintain an inventory of all non-expendable PROJECT equipment, defined as having a useful life of at least two years and an acquisition cost of \$500 or more, paid for with PROJECT funds. At the conclusion of this Agreement, ADMINISTERING AGENCY may either keep such equipment and credit STATE its share of equipment's fair market value or sell such equipment at the best price obtainable at a public or private sale (in accordance with established STATE procedures) and reimburse STATE its proportional share of the sale price.

8. ADMINISTERING AGENCY and its sub-contractors will comply with all applicable Federal and State laws and regulations, including but not limited to, Office of Management and Budget Circular A-97, Cost Principles for State and Local Governments (49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments).

9. In the event that ADMINISTERING AGENCY fails to operate the PROJECT commenced and reimbursed under this Agreement in accordance with the terms of this Agreement or fails to comply with applicable Federal and State laws and regulations, STATE reserves the right to terminate funding for PROJECT, or portions thereof, upon written notice to ADMINISTERING AGENCY.

10. This Agreement shall terminate on June 30, 2008. However, the non-expendable equipment, and liability clauses shall remain in effect until terminated or modified in writing by mutual agreement.

STATE OF CALIFORNIA

SAN BERNARDINO ASSOCIATED GOVERNMENTS

Department of Transportation

By: \_\_\_\_\_

By: \_\_\_\_\_


Office of Project Implementation, South  
Division of Local Assistance

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:

  
SANBAG Legal Counsel

Date: 11/7/06

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 4

**Date:** November 15, 2006

**Subject:** Regional Housing Needs Assessment Status

**Recommendation:**\* Receive information.

**Background:** Development of the 2007 Regional Housing Needs Assessment (RHNA) by SCAG has begun, and is scheduled to result in production of draft housing needs numbers for each jurisdiction in the region by December. This item presents a brief description of the RHNA, and a discussion of the policy issues that are under consideration, with outcomes that are likely to affect SANBAG member jurisdictions.

State law requires that jurisdictions provide their fair share of regional housing needs. The California Department of Housing and Community Development (HCD) is mandated to determine the state-wide housing need. In cooperation with HCD, SCAG is charged with making a determination of the region's existing and projected housing need as a share of the state-wide housing need. The RHNA is not a mandate to construct the full number of housing units assigned a region; the RHNA housing allocation process sets two important parameters for future planning:

- Short-term Housing Construction Needs
- Fair Share Distribution of Housing Needs Among Income Groups

\*

*Approved*  
*Plans and Programs Policy Committee*  
*Date:* \_\_\_\_\_  
*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_  
*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_  
*Witnessed:* \_\_\_\_\_

These housing construction need targets obligate a region to make a "good faith effort" to ensure the following:

- Adequate residential land use allocation on the land use policy map to accommodate the RHNA housing needs, and that the Zoning Ordinance is permissive with respect to allowing construction of a variety of housing types to meet the special needs of the population.
- Focus of available housing resources to meet the needs of the very low- and low-income housing needs.
- Exercise of authority to remove barriers or legal constraints to the construction of affordable housing.

In the past, this housing need determination has not been formally linked to the regional growth forecast used for transportation and air quality plans. In this RHNA cycle, one forecast will be used for both the RHNA and the next Regional Transportation Plan. The last RHNA covered the period January 1, 1998 through June 30, 2005. This RHNA will extend to 2014, and the growth forecast on which it will be based extends to 2035 for use in the next RTP. This means that the forecast that serves as a basis for determining RHNA housing need also reflects SCAG's COMPASS "smart growth" policies (for which the current Regional Transportation Plan [RTP] takes air quality credit) that may be inconsistent with current local general plans. This issue was discussed at SCAG's November 7, 2006 Integrated Growth Forecast Workshop at SANBAG. Staff will brief the committee on those proceedings.

Whereas the growth forecast typically contains estimates of future population, households (occupied housing units) and employment, the RHNA requires definition of the housing construction need as well. This is calculated from the forecast of occupied units, with consideration for replacement need (replacement of existing units that are lost to the housing stock for some reason), and an adjustment for vacancy rates.

The housing construction need is also divided among four household income categories: very low (households making less than 50 percent of median family income), low (50-80 percent of median family income), moderate (80-120 percent of median family income), and above moderate (more than 120 percent of median

family income). The intent of the future needs allocation by income groups is to relieve the undue concentration of very low and low income households in a single jurisdiction, and to help allocate resources in a fair and equitable manner.

AB2158 (Lowenthal, 2004) added language to statute that specifies issues to be considered in defining the construction need:

- (d) To the extent that sufficient data is available from local governments pursuant to subdivision (b) or other sources, each council of governments, or delegate subregion as applicable, shall include the following factors to develop the methodology that allocates regional housing needs:
  - (1) Each member jurisdiction's existing and projected jobs and housing relationship.
  - (2) The opportunities and constraints to development of additional housing in each member jurisdiction, including all of the following:
    - (a) Lack of capacity for sewer or water service due to federal or state laws, regulations or regulatory actions, or supply and distribution decisions made by a sewer or water service provider other than the local jurisdiction that preclude the jurisdiction from providing necessary infrastructure for additional development during the planning period.
    - (b) The availability of land suitable for urban development or for conversion to residential use, the availability of underutilized land, and opportunities for infill development and increased residential densities. The council of governments may not limit its consideration of suitable housing sites or land suitable for urban development to existing zoning ordinances and land use restrictions of a locality, but shall consider the potential for increased residential development under alternative zoning ordinances and land use restrictions.
    - (c) Lands preserved or protected from urban development under existing federal or state programs, or both, designed to protect open space, farmland, environmental habitats, and natural resources on a long-term basis.
    - (d) County policies to preserve prime agricultural land, as defined pursuant to Section 56064, within an unincorporated area.
  - (3) The distribution of household growth assumed for purposes of a comparable period of regional transportation plans and opportunities to maximize the use of public transportation and existing transportation infrastructure.

- (4) The market demand for housing.
  - (5) Agreements between a county and cities in a county to direct growth toward incorporated areas of the county.
  - (6) The loss of units contained in assisted housing developments, as defined in paragraph (8) of subdivision (a) of Section 65583, that changed to non-low-income use through mortgage prepayment, subsidy contract expirations, or termination of use restrictions.
  - (7) High housing costs burdens.
  - (8) The housing needs of farmworkers.
  - (9) Any other factors adopted by the council of governments.
- (e) The council of governments, or delegate subregion, as applicable, shall explain in writing how each of the factors described in subdivision (d) was incorporated into the methodology and how the methodology is consistent with subdivision (d) of Section 65584. The methodology may include numerical weighting.
  - (f) Any ordinance, policy, voter-approved measure, or standard of a city or county that directly or indirectly limits the number of residential building permits issued by a city or county shall not be a justification for a determination or a reduction in the share of a city or county of the regional housing need.
  - (g) In addition to the factors identified pursuant to subdivision (d), the council of governments, or delegate subregion, as applicable, shall identify any existing local, regional, or state incentives, such as a priority for funding or other incentives available to those local governments that are willing to accept a higher share than proposed in the draft allocation to those local governments by the council of governments or delegate subregion pursuant to Section 65584.05.
  - (h) Following the conclusion of the 60-day public comment period described in subdivision (c) on the proposed allocation methodology, and after making any revisions deemed appropriate by the council of governments, or delegate subregion, as applicable, as a result of comments received during the public comment period, each council of governments, or delegate subregion, as applicable, shall adopt a final regional, or subregional, housing need allocation methodology and provide notice of the adoption of the methodology to the jurisdictions within the region, or delegate subregion as applicable, and to the department.

The housing need methodology for the 2007 RHNA has been under development for approximately two months under the auspices of the RHNA Subcommittee of SCAG's Community Economic and Human Development (CEHD) Policy Committee. Council Member Tim Jasper of the Town of Apple Valley was San Bernardino County's representative on the subcommittee, with Council Member Larry McCallon of the City of Highland serving as alternate. Key recommendations from the committee included use of a vacancy rate adjustment that is constant across the region instead of acceptance of high levels inland and low levels in the coastal counties, and a more aggressive fair share allocation adjustment ("110%") than has been used in the past to reduce impactation in communities with very high concentrations of low income housing.

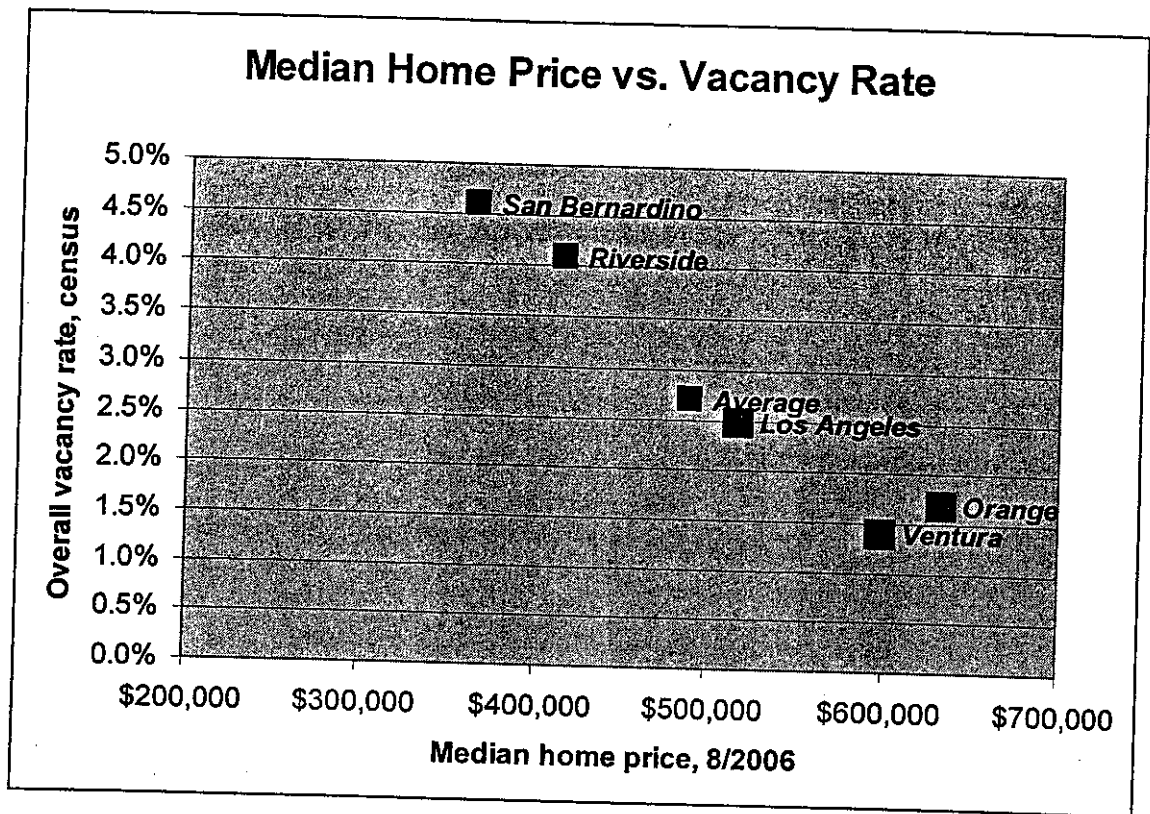
Both recommendations are significant. Simple market economics says that high prices are a typical response to demand in excess of supply, and in the housing market, vacancy rates are an indicator of the amount of supply that is "on the market" at the time. Lack of supply relative to demand tends to push prices upward and oversupply tends to cause prices to fall. Below are data on housing prices and vacancy rates by county. The median home price data are from DataQuick, August 2006. The vacancy rate data are from the federal census.

**Table 4 - Comparison of Current Home Price with Census Vacancy Rate**

	Median home price	Owner-occ. vacancy	Renter vacancy	Overall vacancy
Los Angeles	\$517,000	1.6%	3.3%	2.5%
Orange	\$633,000	0.9%	2.9%	1.7%
Riverside	\$415,000	2.5%	7.2%	4.1%
San Bernardino	\$365,000	3.1%	7.3%	4.6%
Ventura	\$598,000	0.9%	2.6%	1.4%
Average	\$489,000	1.7%	3.8%	2.7%

The correlation between high housing prices and low vacancy rates, for both owner-occupied and rental homes, is striking. The strength of the correlation is even more obvious when seen graphically; note the linearity of the relationship between median home price and overall vacancy rate.





The statistical correlation between median home price and vacancy rate at the county level is excellent. The r-squared value (correlation coefficient) in this case, which can be interpreted as the proportion of the variance in the vacancy rate that can be attributed to the variance in the median home price, is 0.9592, with 1.0 representing a perfect correlation. Variations exist at the individual jurisdiction level so that adjustments may be appropriate but clearly, a housing need methodology that accepts vacancy rates under two percent in the higher cost counties, but calls for vacancy rates of more than four percent in the lower cost counties, would make no sense if affordability and access to housing near jobs are program objectives. Use of a constant vacancy rate across counties, however, effectively increases the construction need in the high cost, low vacancy counties, and relaxes construction requirements in low cost, higher vacancy counties.

The fair share allocation adjustment is designed to reduce impaction in communities with very high concentrations of low income housing in relation to the countywide proportion of low income housing. Past RHNA's have gone no further than to say that the new construction needed during the RHNA period should mirror the countywide distribution (e.g., if 40% of units are low income

countywide but 60% of a particular jurisdiction's units are low income, only 40% of the new construction need for that jurisdiction would be required to be low income). This has been called "100% of the way," meaning that the low income portion of the jurisdiction's construction need is "all the way" to the countywide distribution. It has been recognized, however, that while "100% of the way" sounds like an aggressive move toward housing equity, at that rate the impacted jurisdiction would never reach the countywide proportion of low income housing! Because of this, the CEHD RHNA subcommittee recommended the "110%" strategy, meaning that the low income proportion of the construction need would actually be less than the countywide average, such that over a number of RHNA cycles the jurisdiction's housing stock distribution would converge with the countywide distribution.

However, a more serious unresolved issue with the methodology is related to reliance on county median household income to define both the fair share distribution and the affordability thresholds for very low, low, and moderate income housing for each county. The SCAG Region's four largest counties comprise a regional housing market. Within that area, a substantial average household income disparity exists between the high-income Orange County, and the relatively low-income Los Angeles, Riverside, and San Bernardino Counties.

**Table 1 - County Median Income (2005, American Community Survey)**

Los		San				Region
Imperial	Angeles	Orange	Riverside	Bernardino	Ventura	
\$35,533	\$48,248	\$65,953	\$52,253	\$49,026	\$66,859	\$52,531

The disparities among county median incomes are not simply a reflection of different types of jobs. In this four county area, the disparities are also a reflection of the high cost of housing in Orange County that forces many of the low and moderate income workers employed there to live in the adjacent lower cost counties. The inability of many low and moderate income workers employed in Orange County to live there means that they are ignored for purposes of calculation of Orange County's median income, but contribute to the calculation of the lower median incomes of the adjacent counties.

When these disparate county median incomes are then used in the RHNA process to define housing affordability thresholds for each county, the result is that units qualify as "affordable" in housing-impacted Orange County when they are in fact substantially more expensive than "affordable" units in the adjacent housing-rich counties. For example, based on the county median household incomes shown above, a "low income" unit in Orange County can cost as much as \$219,000,

while the most expensive "low income" unit in Los Angeles County would sell for about \$160,000. Such a system actually promotes and institutionalizes job/housing imbalance and inequity among counties in direct contradiction to the stated intent of housing law. This concern was raised by SANBAG delegates to SCAG at the November meeting of the Community Economic and Human Development Committee. Staff will report on the status of efforts to address this issue at the meeting.

Following scheduled approval by SCAG of housing needs numbers for each jurisdiction in December, a process of interjurisdictional trades, transfers, and appeals is envisioned, leading to final RHNA adoption in June or July of 2007.

- Financial Impact:** This item has no direct impact on the approved Fiscal Year 2006-2007 SANBAG Budget at this time.
- Reviewed By:** This item will be reviewed by the Plans and Programs Policy Committee on November 15, 2006.
- Responsible Staff:** Ty Schuiling, Director of Planning and Programming

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 5

**Date:** November 15, 2006

**Subject:** City of Fontana Project Advancement Agreements

**Recommendation:\*** Approve Project Advancement Cooperative Agreements with the City of Fontana as follows:

- a. C07058 - Baseline Ave Widening from Citrus Ave to 330' East of Mango Ave
- b. C07059 - Cherry Ave Widening from Jurupa Ave to Slover Ave
- c. C07060 - Foothill Blvd Widening from East Ave to Hemlock Ave
- d. C07061 - Sierra Ave Widening from Baseline Ave to Walnut Ave
- e. C07062 - Jurupa Ave Widening from Etiwanda Ave to Sierra Ave
- f. C07063 - Citrus Ave Widening from Baseline Ave to So. Highland Ave
- g. C07064 - Walnut Ave Widening from Citrus Ave to Sierra Ave
- h. C07065 - So. Highland Ave Widening from San Sevaine Rd to Citrus Ave
- i. C07129 - I-15/Duncan Ave Interchange Construction

**Background:** A strategy to advance SANBAG Nexus Study interchange, arterial, and grade separation projects to construction prior to the availability of Measure I 2010-2040 revenues was approved by the Board in December 2005. A model interagency agreement to implement the program was approved by the Board in April 2005.

The City of Fontana has approved the attached Cooperative Agreements for the nine projects listed in the Recommendation Section and is requesting approval by the Authority. The agreements commit the Authority to reimbursement of up to \$4,068,000 and \$34,040,800 in Measure I 2010-2040 revenues dedicated to the

\*

*Approved*  
*Plans and Programs Policy Committee*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

Freeway Interchange and Major Street Projects, respectively. The reimbursement schedule will be determined by the Measure I 2010-2040 Strategic Plan.

These commitments represent 0.8 percent of the Measure I revenue dedicated to the Freeway Interchange Projects and 4 percent of the revenue dedicated to the Major Street Projects. In addition, the commitments to arterial projects represent 25 percent of the non-fair share amount for Fontana projects included in the SANBAG Nexus Study. Table 1 summarizes these commitments as well as other project advancement agreements that have been approved since development of this program.

**Financial Impact:** The agreement commits the Authority to reimbursement of up to \$4,068,000 and \$34,040,800 in Measure I 2010-2040 revenues dedicated to the Freeway Interchange and Major Street Programs, respectively. The reimbursement schedule will be determined by the Measure I 2010-2040 Strategic Plan.

**Reviewed By:** This item will be reviewed by the Plans and Programs Policy Committee on November 15, 2006. This item has been submitted for review by Counsel.

**Responsible Staff:** Andrea Zureick, Senior Transportation Analyst  
Ty Schuiling, Director of Planning and Programming

**TABLE 1**  
**MEASURE I 2010- 2040**  
**Project Advancement Program**

Freeway Interchange Projects						% of Total Identified in Nexus Study/Exp
Agency	Contract No.	Project Location	Project Description	Cost Estimate	Measure Share	
Yucaipa	C07047	I-10 at Oak Glen/Live Oak	Interchange Reconstruction	18,403,246	6,286,672	
Fontana	C07129	I-15 at Duncan Canyon Rd	Construct New Interchange	18,000,000	4,068,000	

2%

10,354,672

**TOTAL MEASURE COMMITMENT TO FREEWAY INTERCHANGE PROJECTS**

Major Street Projects						% of Total Identified in Nexus Study/Exp
Agency	Contract No.	Project Location	Project Description	Cost Estimate	Measure Share	
Chino Hills	C07022	Peyton Dr	Widen from Grand Av to Chino Hills Pkwy	15,167,000	8,202,776	
			<b>TOTAL MEASURE COMMITMENT TO CHINO HILLS</b>	<b>8,202,776</b>	<b>8,202,776</b>	46%
Rancho Cucamonga	C07025	Haven Ave	Construct Grade Separation	15,910,000	13,856,000	
			<b>TOTAL MEASURE COMMITMENT TO RANCHO CUCAMONGA</b>	<b>13,856,000</b>	<b>13,856,000</b>	25%
Yucaipa	C07098	Yucaipa Blvd	Widen South Side from 5th St to 12th St	2,898,400	1,224,750	
Yucaipa	C07099	Oak Glen Rd	Widen from 2nd St to Bryant	500,000	345,000	
Yucaipa	C07100	Oak Glen Rd	Widen from Yucaipa Bl to Avenue E	1,800,000	1,242,000	
Yucaipa	C07101	Wildwood Canyon Rd	Intersection Improvements at 5th St	551,605	380,880	
			<b>TOTAL MEASURE COMMITMENT TO YUCAIPA</b>	<b>3,192,630</b>	<b>3,192,630</b>	5%
Fontana	C07058	Baseline Ave.	Widen from Citrus Ave to 330' East of Mango Ave	7,550,000	5,134,000	
Fontana	C07059	Cherry Ave	Widen from Jurupa Ave to Slover Ave	3,110,000	2,114,800	
Fontana	C07060	Foothill Ave	Widen from East Ave to Hemlock Ave	7,400,000	5,032,000	
Fontana	C07061	Sierra Ave	Widen from Baseline Ave to Walnut Ave	7,800,000	5,304,000	
Fontana	C07062	Jurupa Ave	Widen from Etiwanda Ave to Sierra Ave	12,000,000	8,160,000	
Fontana	C07063	Citrus Ave	Widen from Baseline Ave to So. Highland Ave	4,000,000	2,720,000	
Fontana	C07064	Walnut Ave	Widen from Citrus Ave. to Sierra Ave	4,200,000	2,856,000	
Fontana	C07065	So. Highland Ave	Widen from San Sevaine Rd to Citrus Ave	4,000,000	2,720,000	
			<b>TOTAL MEASURE COMMITMENT TO FONTANA</b>	<b>34,040,800</b>	<b>34,040,800</b>	25%

7%

59,292,206

**TOTAL MEASURE COMMITMENT TO MAJOR STREET PROJECTS**

**SANBAG Contract No. C07058**

by and between

San Bernardino County Transportation Authority

and

City of Fontana

for

Baseline Avenue Widening from Citrus Avenue to 330' East of Mango Avenue

**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes: This is a Measure I 2010-2040 Project Advancement Agreement with reimbursement schedule to be determined through the Measure I 2010-2040 Strategic Plan

Original Contract:	\$ <u>5,134,000</u>	Previous Amendments Total:	\$ _____
		Previous Amendments Contingency Total:	\$ _____
		Current Amendment:	\$ _____
Contingency Amount:	\$ _____	Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 5,134,000**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
TBD - See note above	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>12/6/06</u>	Contract Start: <u>12/6/06</u>	Contract End: <u>TBD</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
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Is this consistent with the adopted budget? ☒ Yes ☐ No  
 If yes, which Task includes budget authority? N/A  
 If no, has the budget amendment been submitted? ☐ Yes ☐ No

**CONTRACT MANAGEMENT**

**Please mark an "X" next to all that apply:**

☒ Intergovernmental    ☐ Private    ☐ Non-Local    ☐ Local    ☐ Partly Local

Disadvantaged Business Enterprise: ☐ No ☐ Yes \_\_\_\_\_ %

Task Manager: **Ty Schuiling**

Contract Manager: **Andrea Zureick**

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: C07058

Form 28 06/06

**COOPERATIVE AGREEMENT NO. C07058**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF FONTANA, CALIFORNIA**

**FOR**

**BASELINE AVENUE WIDENING  
FROM CITRUS AVENUE TO 330' EAST OF MANGO AVENUE**

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THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Fontana (hereinafter referred to as "CITY").

**WITNESSETH**

WHEREAS, the SANBAG Nexus Study and the Measure I 2010-2040 Expenditure Plan identified freeway interchange, major street, and railroad grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, CITY wishes to begin construction of Baseline Avenue Widening from Citrus Avenue to 330' East of Mango Avenue (hereinafter referred to as the "PROJECT") by January 1, 2008; and

WHEREAS, SANBAG has determined that this PROJECT is defined within the SANBAG Nexus Study within the urban areas of the county or the Measure I 2010-2040 Expenditure Plan within the non-urban areas of the county; and

WHEREAS, since revenue from Measure I 2010-2040 will not be available until 2010 or later, CITY desires to use its own local (non-SANBAG) funds to construct the PROJECT at this time; and

WHEREAS, SANBAG and CITY are entering into this Agreement that will allow CITY to use funds not contributed or allocated by SANBAG to implement the PROJECT immediately with the understanding that SANBAG will reimburse CITY for eligible PROJECT expenditures at a later date with Measure I 2010-2040 revenue and in



accordance with the reimbursement schedule established in the Measure I 2010-2040 Strategic Plan.

NOW, THEREFORE, SANBAG and CITY agree to the following:

## SECTION I

### SANBAG AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A to this Agreement. Said reimbursement amount shall not exceed the percentage of actual cost as set forth in the SANBAG Nexus Study, up to \$5,134,000.00 (68% of net cost). The SANBAG Nexus Study states the actual (estimated) cost of \$7,550,000.00. In the event that the project cost is lower, the reimbursement percentage shall apply. In the event that the project cost is higher than shown in the Nexus Study, the maximum amount eligible for reimbursement shall be \$5,134,000.00 per the Nexus Study.
2. To reimburse CITY, subject to Article 1 of this Section I, in accordance with the reimbursement terms set forth in the Measure I 2010-2040 Strategic Plan and after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

## SECTION II

### CITY AGREES:

1. Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study and/or the Measure I 2010-2040 Expenditure Plan, will be eligible for future Measure I 2010-2040 reimbursement. CITY agrees that for work it will later claim reimbursement hereunder, it will only undertake eligible PROJECT-specific work activities.

2. To abide by all State and, if applicable, federal policies and procedures pertaining to the PROJECT.
3. After completion of the PROJECT, to prepare and submit to SANBAG an original and two copies of signed invoices for subsequent reimbursement of those eligible PROJECT expenses. CITY further agrees and understands that SANBAG will not reimburse CITY for: a) any PROJECT expenditures that are not described in the PROJECT-specific work activities and/or: b) any PROJECT expenditures that occur prior to the date of execution of this Agreement.
4. If Measure I 2010-2040 reimbursement funds are received by CITY, to repay to SANBAG any costs that are determined by subsequent audit to be unallowable within thirty (30) days of CITY receiving notice of audit findings. Should CITY fail to reimburse moneys due SANBAG within (30) days of demand, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request, but in no case less than five (5) years from the date of final reimbursement payment, if said reimbursement occurs under this Agreement.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 60 days following the completion of those expenditures. The Final Report of Expenditures, three copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT- specific work activities described.
8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

9. CITY agrees that PROJECT reimbursement schedule will be determined as part of the Measure I 2010-2040 Strategic Plan.
10. CITY agrees to post signs on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and the City of Fontana.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed \$5,134,000.00.
2. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation, interest, or other fees.
3. SANBAG shall have no responsibility to reimburse any otherwise allowable PROJECT expenditures until a date to be determined by the Measure I 2010-2040 Strategic Plan, nor will SANBAG reimburse CITY those said expenditures unless and until such time as: a) sufficient Measure I 2010-2040 revenue exists to fund those eligible PROJECT reimbursements and: b) CITY has satisfied any and all other necessary PROJECT requirements including the submission of all required invoices and Reports.
4. Once reimbursement is initiated in accordance with a schedule determined through the Measure I 2010-2040 Strategic Plan, total reimbursements to all eligible advanced projects shall not exceed 40 percent of the revenues allocated to the program categories from which the projects will be funded. Reimbursement shall be provided in proportion to the share of total reimbursable cost represented by each project. Reimbursement in full for eligible costs shall be completed no later than receipt of final revenues generated by Measure I 2010-2040.
5. In the event CITY fails to initiate construction by January 1, 2008, fails to complete the PROJECT commenced under this Agreement, fails to perform any of the obligations created by this Agreement, or fails to comply with applicable state and, if applicable, federal laws and regulations, SANBAG reserves the right to terminate this Agreement and any subsequent funding for the PROJECT or a portion thereof upon written notice to CITY. CITY may only be reimbursed for those eligible PROJECT expenditures that occur prior to the date of termination when successfully completed as provided for pursuant to this Agreement. An audit may be performed as provided in Section II, Article (8) of this Agreement.

6. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
7. This Agreement will be considered terminated upon reimbursement of eligible costs by SANBAG.

**San Bernardino County**  
**Transportation Authority**

City of Fontana

By: \_\_\_\_\_  
Dennis Hansberger  
President, SANBAG Board of  
Directors

By: \_\_\_\_\_  
Mark Nuaimi  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
PROCEDURE:

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG County Counsel

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment A

**BASELINE AVENUE STREET IMPROVEMENT PROJECT  
Citrus Avenue to 330' East of Mango Avenue**

**Project Scope and Costs**

Proposed Improvements:

- Widening of Baseline Avenue to six lanes with a raised landscape median from Citrus Avenue to Mango Avenue
- Storm Drain System with double Reinforced Concrete Box Culvert to be constructed from Citrus Avenue to Sierra Avenue. A single Reinforced Concrete Box Culvert to be constructed from Sierra Avenue to Mango Avenue
- Acquisition of Right of Way required for the Improvements
- Relocation of Utilities
- Traffic Signal installation or modification at Citrus Avenue, Oleander Avenue, Cypress Avenue, Juniper Avenue, Sierra Avenue and Mango Avenue
- Support Cost for Design and Construction Management

Summary of Project Cost (Estimate):

• Design	\$ 450,000.00
• Construction	2, 144,000.00
• Utility Relocation	300,000.00
• Construction Management	340,000.00
• Right of Way Acquisition	906,000.00

**Total Project Costs:**

**\$ 7,550,000.00**

**SANBAG Contract No. C07059**

by and between

San Bernardino County Transportation Authority

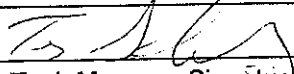
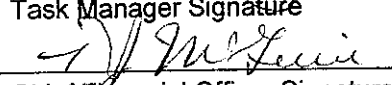
and

City of Fontana

for

Cherry Avenue Widening from Jurupa Avenue to Slover Avenue

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes: This is a Measure I 2010-2040 Project Advancement Agreement with reimbursement schedule to be determined through the Measure I 2010-2040 Strategic Plan				
Original Contract:      \$ <u>2,114,800</u>  Contingency Amount:    \$ _____	Previous Amendments Total:                      \$ _____ Previous Amendments Contingency Total:        \$ _____ Current Amendment:                                      \$ _____ Current Amendment Contingency:                      \$ _____			
Contingency Amount requires specific authorization by Task Manager prior to release.				
<b>Contract TOTAL →</b>				<b>\$ <u>2,114,800</u></b>
↓ Please include funding allocation for the original contract or the amendment.				
<b><u>Task</u></b>	<b><u>Cost Code</u></b>	<b><u>Funding Sources</u></b>	<b><u>Grant ID</u></b>	<b><u>Amounts</u></b>
TBD - See note above	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>12/6/06</u> Contract Start: <u>12/6/06</u> Contract End: <u>TBD</u> New Amend. Approval (Board) Date: _____      Amend. Start: _____      Amend. End: _____				
<b>If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:</b>				
<b>Approved Budget Authority →</b>	Fiscal Year: _____ \$ _____	<b>Future Fiscal Year(s) – Unbudgeted Obligation →</b>		\$ _____
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, which Task includes budget authority? <u>N/A</u> If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
<b>Please mark an "X" next to all that apply:</b>				
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: <b>Ty Schuiling</b>			Contract Manager: <b>Andrea Zureick</b>	

      11/7/06  
 Task Manager Signature      Date  
      11/7/06  
 Chief Financial Officer Signature      Date

      11/7/06  
 Contract Manager Signature      Date

**COOPERATIVE AGREEMENT NO. C07059**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF FONTANA, CALIFORNIA**

**FOR**

**CHERRY AVENUE WIDENING FROM  
JURUPA AVENUE TO SLOVER AVENUE**

---

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Fontana (hereinafter referred to as "CITY").

**WITNESSETH**

WHEREAS, the SANBAG Nexus Study and the Measure I 2010-2040 Expenditure Plan identified freeway interchange, major street, and railroad grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, CITY wishes to begin construction of Cherry Avenue Widening from Jurupa Avenue to Slover Avenue (hereinafter referred to as the "PROJECT") by January 1, 2008; and

WHEREAS, SANBAG has determined that this PROJECT is defined within the SANBAG Nexus Study within the urban areas of the county or the Measure I 2010-2040 Expenditure Plan within the non-urban areas of the county; and

WHEREAS, since revenue from Measure I 2010-2040 will not be available until 2010 or later, CITY desires to use its own local (non-SANBAG) funds to construct the PROJECT at this time; and

WHEREAS, SANBAG and CITY are entering into this Agreement that will allow CITY to use funds not contributed or allocated by SANBAG to implement the PROJECT immediately with the understanding that SANBAG will reimburse CITY for eligible PROJECT expenditures at a later date with Measure I 2010-2040 revenue and in

accordance with the reimbursement schedule established in the Measure I 2010-2040 Strategic Plan.

NOW, THEREFORE, SANBAG and CITY agree to the following:

## SECTION I

### SANBAG AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A to this Agreement. Said reimbursement amount shall not exceed the percentage of actual cost as set forth in the SANBAG Nexus Study, up to \$2,114,800.00. (68% of net cost). The SANBAG Nexus Study states the actual (estimated) cost of \$3,110,000.00. In the event that the project cost is lower, the reimbursement percentage shall apply. In the event that the project cost is higher than shown in the Nexus Study, the maximum amount eligible for reimbursement shall be \$2,114,800.00 per the Nexus Study.
2. To reimburse CITY, subject to Article 1 of this Section I, in accordance with the reimbursement terms set forth in the Measure I 2010-2040 Strategic Plan and after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

## SECTION II

### CITY AGREES:

1. Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study and/or the Measure I 2010-2040 Expenditure Plan, will be eligible for future Measure I 2010-2040 reimbursement. CITY agrees that for work it will later claim reimbursement hereunder, it will only undertake eligible PROJECT-specific work activities.



2. To abide by all State and, if applicable, federal policies and procedures pertaining to the PROJECT.
3. After completion of the PROJECT, to prepare and submit to SANBAG an original and two copies of signed invoices for subsequent reimbursement of those eligible PROJECT expenses. CITY further agrees and understands that SANBAG will not reimburse CITY for: a) any PROJECT expenditures that are not described in the PROJECT-specific work activities and/or: b) any PROJECT expenditures that occur prior to the date of execution of this Agreement.
4. If Measure I 2010-2040 reimbursement funds are received by CITY, to repay to SANBAG any costs that are determined by subsequent audit to be unallowable within thirty (30) days of CITY receiving notice of audit findings. Should CITY fail to reimburse moneys due SANBAG within (30) days of demand, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request, but in no case less than five (5) years from the date of final reimbursement payment, if said reimbursement occurs under this Agreement.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 60 days following the completion of those expenditures. The Final Report of Expenditures, three copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT-specific work activities described.
8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

9. CITY agrees that PROJECT reimbursement schedule will be determined as part of the Measure I 2010-2040 Strategic Plan.
10. CITY agrees to post signs on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and the City of Fontana.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed \$2,114,800.00.
2. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation, interest, or other fees.
3. SANBAG shall have no responsibility to reimburse any otherwise allowable PROJECT expenditures until a date to be determined by the Measure I 2010-2040 Strategic Plan, nor will SANBAG reimburse CITY those said expenditures unless and until such time as: a) sufficient Measure I 2010-2040 revenue exists to fund those eligible PROJECT reimbursements and: b) CITY has satisfied any and all other necessary PROJECT requirements including the submission of all required invoices and Reports.
4. Once reimbursement is initiated in accordance with a schedule determined through the Measure I 2010-2040 Strategic Plan, total reimbursements to all eligible advanced projects shall not exceed 40 percent of the revenues allocated to the program categories from which the projects will be funded. Reimbursement shall be provided in proportion to the share of total reimbursable cost represented by each project. Reimbursement in full for eligible costs shall be completed no later than receipt of final revenues generated by Measure I 2010-2040.
5. In the event CITY fails to initiate construction by January 1, 2008, fails complete the PROJECT commenced under this Agreement, fails to perform any of the obligations created by this Agreement, or fails to comply with applicable state and, if applicable, federal laws and regulations, SANBAG reserves the right to terminate this Agreement and any subsequent funding for the PROJECT or a portion thereof upon written notice to CITY. CITY may only be reimbursed for those eligible PROJECT expenditures that occur prior to the date of termination when successfully completed as provided for pursuant to this Agreement. An audit may be performed as provided in Section II, Article (8) of this Agreement.

6. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
7. This Agreement will be considered terminated upon reimbursement of eligible costs by SANBAG.

**San Bernardino County**  
**Transportation Authority**

City of Fontana

By: \_\_\_\_\_  
Dennis Hansberger  
President, SANBAG Board of  
Directors

By: \_\_\_\_\_  
Mark Nuaimi  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
PROCEDURE:

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG County Counsel

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment A

**CHERRY AVENUE STREET IMPROVEMENT PROJECT**  
**Jurupa Avenue to Slover Avenue**

**Project Scope and Costs**

Proposed Improvements

- Widening of Cherry Avenue to six lanes with a raised landscape median from Jurupa Avenue to Slover Avenue
- Storm Drain Improvement to be extended from Kaiser High School to Slover Avenue
- Acquisition of Right of Way needed for Improvement
- Relocation of Utilities
- Support Cost for Design and Construction Management

Summary of Project Costs (Estimate):

• Design	\$	280,000.00
• Construction		2,145,000.00
• Utility Relocation		95,000.00
• Construction Management		250,000.00
• Right of Way Acquisition		340,000.00

<b><u>Total Project Cost:</u></b>	<b>\$</b>	<b><u>3,110,000.00</u></b>
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**SANBAG Contract No. C07060**

by and between

San Bernardino County Transportation Authority

and

City of Fontana

for

Foothill Avenue Widening from East Avenue to Hemlock Avenue**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes: This is a Measure I 2010-2040 Project Advancement Agreement with reimbursement schedule to be determined through the Measure I 2010-2040 Strategic Plan

Original Contract:	\$ <u>5,032,000</u>	Previous Amendments Total:	\$ _____
Contingency Amount:	\$ _____	Previous Amendments Contingency Total:	\$ _____
		Current Amendment:	\$ _____
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 5,032,000**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
TBD - See note above	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 12/6/06 Contract Start: 12/6/06 Contract End: TBD  
 New Amend. Approval (Board) Date: \_\_\_\_\_ Amend. Start: \_\_\_\_\_ Amend. End: \_\_\_\_\_

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
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Is this consistent with the adopted budget? ☒ Yes ☐ No  
 If yes, which Task includes budget authority? N/A  
 If no, has the budget amendment been submitted? ☐ Yes ☐ No

**CONTRACT MANAGEMENT**

Please mark an "X" next to all that apply:

☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☐ No ☐ Yes \_\_\_\_\_ %

Task Manager: **Ty Schuiling**

Contract Manager: **Andrea Zureick**

Ty Schuiling  
Task Manager Signature

11/7/06  
Date

Andrea Zureick  
Contract Manager Signature

11/7/06  
Date

[Signature]  
Chief Financial Officer Signature

11/7/06  
Date

Filename: C07060

Form 28 06/06

**COOPERATIVE AGREEMENT NO. C07060**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF FONTANA, CALIFORNIA**

**FOR**

**FOOTHILL AVENUE WIDENING FROM  
EAST AVENUE TO HEMLOCK AVENUE**

---

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Fontana (hereinafter referred to as "CITY").

**WITNESSETH**

WHEREAS, the SANBAG Nexus Study and the Measure I 2010-2040 Expenditure Plan identified freeway interchange, major street, and railroad grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, CITY wishes to begin construction of Foothill Avenue Widening from East Avenue to Hemlock Avenue (hereinafter referred to as the "PROJECT") by January 1, 2008; and

WHEREAS, SANBAG has determined that this PROJECT is defined within the SANBAG Nexus Study within the urban areas of the county or the Measure I 2010-2040 Expenditure Plan within the non-urban areas of the county; and

WHEREAS, since revenue from Measure I 2010-2040 will not be available until 2010 or later, CITY desires to use its own local (non-SANBAG) funds to construct the PROJECT at this time; and

WHEREAS, SANBAG and CITY are entering into this Agreement that will allow CITY to use funds not contributed or allocated by SANBAG to implement the PROJECT immediately with the understanding that SANBAG will reimburse CITY for eligible PROJECT expenditures at a later date with Measure I 2010-2040 revenue and in

accordance with the reimbursement schedule established in the Measure I 2010-2040 Strategic Plan.

NOW, THEREFORE, SANBAG and CITY agree to the following:

## SECTION I

### SANBAG AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A to this Agreement. Said reimbursement amount shall not exceed the percentage of actual cost as set forth in the SANBAG Nexus Study, up to \$5,032,000.00 (68% of net cost). The SANBAG Nexus Study states the actual (estimated) cost of \$7,400,000.00. In the event that the project cost is lower, the reimbursement percentage shall apply. In the event that the project cost is higher than shown in the Nexus Study, the maximum amount eligible for reimbursement shall be \$5,032,000.00 per the Nexus Study.
2. To reimburse CITY, subject to Article 1 of this Section I, in accordance with the reimbursement terms set forth in the Measure I 2010-2040 Strategic Plan and after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

## SECTION II

### CITY AGREES:

1. Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study and/or the Measure I 2010-2040 Expenditure Plan, will be eligible for future Measure I 2010-2040 reimbursement. CITY agrees that for work it will later claim reimbursement hereunder, it will only undertake eligible PROJECT-specific work activities.

2. To abide by all State and, if applicable, federal policies and procedures pertaining to the PROJECT.
3. After completion of the PROJECT, to prepare and submit to SANBAG an original and two copies of signed invoices for subsequent reimbursement of those eligible PROJECT expenses. CITY further agrees and understands that SANBAG will not reimburse CITY for: a) any PROJECT expenditures that are not described in the PROJECT-specific work activities and/or: b) any PROJECT expenditures that occur prior to the date of execution of this Agreement.
4. If Measure I 2010-2040 reimbursement funds are received by CITY, to repay to SANBAG any costs that are determined by subsequent audit to be unallowable within thirty (30) days of CITY receiving notice of audit findings. Should CITY fail to reimburse moneys due SANBAG within (30) days of demand, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request, but in no case less than five (5) years from the date of final reimbursement payment, if said reimbursement occurs under this Agreement.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 60 days following the completion of those expenditures. The Final Report of Expenditures, three copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance this Agreement and for those PROJECT- specific work activities described.
8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.



9. CITY agrees that PROJECT reimbursement schedule will be determined as part of the Measure I 2010-2040 Strategic Plan.
10. CITY agrees to post signs on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and the City of Fontana.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed \$5,032,000.00
2. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation, interest, or other fees.
3. SANBAG shall have no responsibility to reimburse any otherwise allowable PROJECT expenditures until a date to be determined by the Measure I 2010-2040 Strategic Plan, nor will SANBAG reimburse CITY those said expenditures unless and until such time as: a) sufficient Measure I 2010-2040 revenue exists to fund those eligible PROJECT reimbursements and: b) CITY has satisfied any and all other necessary PROJECT requirements including the submission of all required invoices and Reports.
4. Once reimbursement is initiated in accordance with a schedule determined through the Measure I 2010-2040 Strategic Plan, total reimbursements to all eligible advanced projects shall not exceed 40 percent of the revenues allocated to the program categories from which the projects will be funded. Reimbursement shall be provided in proportion to the share of total reimbursable cost represented by each project. Reimbursement in full for eligible costs shall be completed no later than receipt of final revenues generated by Measure I 2010-2040.
5. In the event CITY fails to initiate construction by January 1, 2008, fails to complete the PROJECT commenced under this Agreement, fails to perform any of the obligations created by this Agreement, or fails to comply with applicable state and, if applicable, federal laws and regulations, SANBAG reserves the right to terminate this Agreement and any subsequent funding for the PROJECT or a portion thereof upon written notice to CITY. CITY may only be reimbursed for those eligible PROJECT expenditures that occur prior to the date of termination when successfully completed as provided for pursuant to this Agreement. An audit may be performed as provided in Section II, Article (8) of this Agreement.

6. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
7. This Agreement will be considered terminated upon reimbursement of eligible costs by SANBAG.

**San Bernardino County  
Transportation Authority**

City of Fontana

By: \_\_\_\_\_  
Dennis Hansberger  
President, SANBAG Board of  
Directors

By: \_\_\_\_\_  
Mark Nuaimi  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
PROCEDURE:

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG County Counsel

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment A

**FOOTHILL AVENUE STREET IMPROVEMENT PROJECT**  
**East Avenue to Hemlock Avenue**

**Project Scope and Costs**

Proposed Improvements:

- Widening of Foothill Boulevard to six lanes with a raised landscape median
- Catch Basin to be constructed on the South Side of Foothill Boulevard as required by the Design
- Traffic Signal installations or modifications at Cottonwood Avenue, Mulberry Avenue, Banana Avenue and Cherry Avenue
- Acquisition of Right of Way as required by the improvements
- Relocation of Utilities
- Support Cost for Design and Construction Management

Summary of Project Cost (Estimate):

• Design	\$ 1,000,000.00
• Construction	540,000.00
• Utility Relocation	-0-
• Construction Management	700,000.00
• Right of Way Acquisition	300,000.00

**Total Project Cost:** **\$ 7,400,000.00**

**SANBAG Contract No. C07061**

by and between

San Bernardino County Transportation Authority

and

City of Fontana

for

Sierra Avenue Widening from Baseline Avenue to Walnut Avenue**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes: This is a Measure I 2010-2040 Project Advancement Agreement with reimbursement schedule to be determined through the Measure I 2010-2040 Strategic Plan

Original Contract: \$ <u>5,304,000</u>	Previous Amendments Total: \$ _____
Contingency Amount: \$ _____	Previous Amendments Contingency Total: \$ _____
	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 5,304,000**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
TBD - See note above	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>12/6/06</u>	Contract Start: <u>12/6/06</u>	Contract End: <u>TBD</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
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Is this consistent with the adopted budget? ☒ Yes ☐ No  
If yes, which Task includes budget authority? N/A  
If no, has the budget amendment been submitted? ☐ Yes ☐ No

**CONTRACT MANAGEMENT**

**Please mark an "X" next to all that apply:**

☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☐ No ☐ Yes \_\_\_\_\_ %

Task Manager: Ty Schuiling

Contract Manager: Andrea Zureick

Ty Schuiling 11/7/06  
Task Manager Signature Date

Andrea Zureick 11/7/06  
Contract Manager Signature Date

[Signature] 11/7/06  
Chief Financial Officer Signature Date

**COOPERATIVE AGREEMENT NO. C07061**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF FONTANA, CALIFORNIA**

**FOR**

**SIERRA AVENUE WIDENING FROM  
BASELINE AVENUE TO WALNUT AVENUE**

---

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Fontana (hereinafter referred to as "CITY").

**WITNESSETH**

WHEREAS, the SANBAG Nexus Study and the Measure I 2010-2040 Expenditure Plan identified freeway interchange, major street, and railroad grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, CITY wishes to begin construction of Sierra Avenue Widening from Baseline Avenue to Walnut Avenue (hereinafter referred to as the "PROJECT") by January 1, 2008; and

WHEREAS, SANBAG has determined that this PROJECT is defined within the SANBAG Nexus Study within the urban areas of the county or the Measure I 2010-2040 Expenditure Plan within the non-urban areas of the county; and

WHEREAS, since revenue from Measure I 2010-2040 will not be available until 2010 or later, CITY desires to use its own local (non-SANBAG) funds to construct the PROJECT at this time; and

WHEREAS, SANBAG and CITY are entering into this Agreement that will allow CITY to use funds not contributed or allocated by SANBAG to implement the PROJECT immediately with the understanding that SANBAG will reimburse CITY for eligible PROJECT expenditures at a later date with Measure I 2010-2040 revenue and in

accordance with the reimbursement schedule established in the Measure I 2010-2040 Strategic Plan.

NOW, THEREFORE, SANBAG and CITY agree to the following:

## SECTION I

### SANBAG AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A to this Agreement. Said reimbursement amount shall not exceed the percentage of actual cost as set forth in the SANBAG Nexus Study, up to \$5,304,000.00 (68% of net cost). The SANBAG Nexus Study states the actual (estimated) cost of \$7,800,000.00. In the event that the project cost is lower, the reimbursement percentage shall apply. In the event that the project cost is higher than shown in the Nexus Study, the maximum amount eligible for reimbursement shall be \$5,304,000.00 per the Nexus Study.
2. To reimburse CITY, subject to Article 1 of this Section I, in accordance with the reimbursement terms set forth in the Measure I 2010-2040 Strategic Plan and after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

## SECTION II

### CITY AGREES:

1. Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study and/or the Measure I 2010-2040 Expenditure Plan, will be eligible for future Measure I 2010-2040 reimbursement. CITY agrees that for work it will later claim reimbursement hereunder, it will only undertake eligible PROJECT-specific work activities.

2. To abide by all State and, if applicable, federal policies and procedures pertaining to the PROJECT.
3. After completion of the PROJECT, to prepare and submit to SANBAG an original and two copies of signed invoices for subsequent reimbursement of those eligible PROJECT expenses. CITY further agrees and understands that SANBAG will not reimburse CITY for: a) any PROJECT expenditures that are not described in the PROJECT-specific work activities and/or: b) any PROJECT expenditures that occur prior to the date of execution of this Agreement.
4. If Measure I 2010-2040 reimbursement funds are received by CITY, to repay to SANBAG any costs that are determined by subsequent audit to be unallowable within thirty (30) days of CITY receiving notice of audit findings. Should CITY fail to reimburse moneys due SANBAG within (30) days of demand, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request, but in no case less than five (5) years from the date of final reimbursement payment, if said reimbursement occurs under this Agreement.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 60 days following the completion of those expenditures. The Final Report of Expenditures, three copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT- specific work activities described.
8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

9. CITY agrees that PROJECT reimbursement schedule will be determined as part of the Measure I 2010-2040 Strategic Plan.
10. CITY agrees to post signs on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and the City of Fontana.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed \$5,304,000.00.
2. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation, interest, or other fees.
3. SANBAG shall have no responsibility to reimburse any otherwise allowable PROJECT expenditures until a date to be determined by the Measure I 2010-2040 Strategic Plan, nor will SANBAG reimburse CITY those said expenditures unless and until such time as: a) sufficient Measure I 2010-2040 revenue exists to fund those eligible PROJECT reimbursements and: b) CITY has satisfied any and all other necessary PROJECT requirements including the submission of all required invoices and Reports.
4. Once reimbursement is initiated in accordance with a schedule determined through the Measure I 2010-2040 Strategic Plan, total reimbursements to all eligible advanced projects shall not exceed 40 percent of the revenues allocated to the program categories from which the projects will be funded. Reimbursement shall be provided in proportion to the share of total reimbursable cost represented by each project. Reimbursement in full for eligible costs shall be completed no later than receipt of final revenues generated by Measure I 2010-2040.
5. In the event CITY fails to initiate construction by January 1, 2008, fails to complete the PROJECT commenced under this Agreement, fails to perform any of the obligations created by this Agreement, or fails to comply with applicable state and, if applicable, federal laws and regulations, SANBAG reserves the right to terminate this Agreement and any subsequent funding for the PROJECT or a portion thereof upon written notice to CITY. CITY may only be reimbursed for those eligible PROJECT expenditures that occur prior to the date of termination when successfully completed as provided for pursuant to this Agreement. An audit may be performed as provided in Section II, Article (8) of this Agreement.



6. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
7. This Agreement will be considered terminated upon reimbursement of eligible costs by SANBAG.

**San Bernardino County  
Transportation Authority**

City of Fontana

By: \_\_\_\_\_  
Dennis Hansberger  
President, SANBAG Board of  
Directors

By: \_\_\_\_\_  
Mark Nuaimi  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
PROCEDURE:

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG County Counsel

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment A

**SIERRA AVENUE STREET IMPROVEMENT PROJECT**  
**Baseline Avenue to Walnut Avenue**

**Project Scope and Costs**

Proposed Improvements:

- Widening of Sierra Avenue to six lanes with raised landscape median from Baseline Avenue to South Highland Avenue
- Storm Drain to be constructed from Baseline Avenue to Walnut Avenue
- Traffic Signal to be modified at Walnut Avenue
- Relocation of Utilities
- Acquisition of Right of Way required for the Improvements
- Support Cost for Design and Construction Management

Summary of Project Cost (Estimate):

• Design	\$ 650,000.00
• Construction	4,395,000.00
• Utility Relocation	275,000.00
• Construction Management	780,000.00
• Right of Way Acquisition	1,700,000.00

<b><u>Total Project Cost:</u></b>	<b>\$ <u>7,800,000.00</u></b>
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**SANBAG Contract No. C07062**

by and between

San Bernardino County Transportation Authority

and

City of Fontana

for

Jurupa Avenue Widening from Etiwanda Avenue to Sierra Avenue**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes: This is a Measure I 2010-2040 Project Advancement Agreement with reimbursement schedule to be determined through the Measure I 2010-2040 Strategic Plan

Original Contract:	\$ <u>8,160,000</u>	Previous Amendments Total:	\$ _____
Contingency Amount:	\$ _____	Previous Amendments Contingency Total:	\$ _____
		Current Amendment:	\$ _____
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 8,160,000**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
TBD - See note above	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 12/6/06 Contract Start: 12/6/06 Contract End: TBD  
 New Amend. Approval (Board) Date: \_\_\_\_\_ Amend. Start: \_\_\_\_\_ Amend. End: \_\_\_\_\_

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
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Is this consistent with the adopted budget? ☒ Yes ☐ No

If yes, which Task includes budget authority? N/A

If no, has the budget amendment been submitted? ☐ Yes ☐ No

**CONTRACT MANAGEMENT**

Please mark an "X" next to all that apply:

☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☐ No ☐ Yes \_\_\_\_\_ %

Task Manager: **Ty Schuiling**

Contract Manager: **Andrea Zureick**

Ty Schuiling 11/7/06  
Task Manager Signature Date

Andrea Zureick 11/7/06  
Contract Manager Signature Date

[Signature] 11/7/06  
Chief Financial Officer Signature Date

Filename: C07062

Form 28 06/06

**COOPERATIVE AGREEMENT NO. C07062**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF FONTANA, CALIFORNIA**

**FOR**

**JURUPA AVENUE WIDENING FROM  
ETIWANDA AVENUE TO SIERRA AVENUE**

---

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Fontana (hereinafter referred to as "CITY").

**WITNESSETH**

WHEREAS, the SANBAG Nexus Study and the Measure I 2010-2040 Expenditure Plan identified freeway interchange, major street, and railroad grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, CITY wishes to begin construction of Jurupa Avenue Widening from Etiwanda Avenue to Sierra Avenue (hereinafter referred to as the "PROJECT") by January 1, 2008; and

WHEREAS, SANBAG has determined that this PROJECT is defined within the SANBAG Nexus Study within the urban areas of the county or the Measure I 2010-2040 Expenditure Plan within the non-urban areas of the county; and

WHEREAS, since revenue from Measure I 2010-2040 will not be available until 2010 or later, CITY desires to use its own local (non-SANBAG) funds to construct the PROJECT at this time; and

WHEREAS, SANBAG and CITY are entering into this Agreement that will allow CITY to use funds not contributed or allocated by SANBAG to implement the PROJECT immediately with the understanding that SANBAG will reimburse CITY for eligible PROJECT expenditures at a later date with Measure I 2010-2040 revenue and in

accordance with the reimbursement schedule established in the Measure I 2010-2040 Strategic Plan.

NOW, THEREFORE, SANBAG and CITY agree to the following:

## SECTION I

### SANBAG AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A to this Agreement. Said reimbursement amount shall not exceed the percentage of actual cost as set forth in the SANBAG Nexus Study, up to \$8,160,000.00 (68% of net cost). The SANBAG Nexus Study states the actual (estimated) cost of \$12,000,000.00. In the event that the project cost is lower, the reimbursement percentage shall apply. In the event that the project cost is higher than shown in the Nexus Study, the maximum amount eligible for reimbursement shall be \$2,856,000.00 per the Nexus Study.
2. To reimburse CITY, subject to Article 1 of this Section I, in accordance with the reimbursement terms set forth in the Measure I 2010-2040 Strategic Plan and after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

## SECTION II

### CITY AGREES:

1. Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study and/or the Measure I 2010-2040 Expenditure Plan, will be eligible for future Measure I 2010-2040 reimbursement. CITY agrees that for work it will later claim reimbursement hereunder, it will only undertake eligible PROJECT-specific work activities.

2. To abide by all State and, if applicable, federal policies and procedures pertaining to the PROJECT.
3. After completion of the PROJECT, to prepare and submit to SANBAG an original and two copies of signed invoices for subsequent reimbursement of those eligible PROJECT expenses. CITY further agrees and understands that SANBAG will not reimburse CITY for: a) any PROJECT expenditures that are not described in the PROJECT-specific work activities and/or: b) any PROJECT expenditures that occur prior to the date of execution of this Agreement.
4. If Measure I 2010-2040 reimbursement funds are received by CITY, to repay to SANBAG any costs that are determined by subsequent audit to be unallowable within thirty (30) days of CITY receiving notice of audit findings. Should CITY fail to reimburse moneys due SANBAG within (30) days of demand, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request, but in no case less than five (5) years from the date of final reimbursement payment, if said reimbursement occurs under this Agreement.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 60 days following the completion of those expenditures. The Final Report of Expenditures, three copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT- specific work activities described.
8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

9. CITY agrees that PROJECT reimbursement schedule will be determined as part of the Measure I 2010-2040 Strategic Plan.
10. CITY agrees to post signs on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and the City of Fontana.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed \$8,160,000.00.
2. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation, interest, or other fees.
3. SANBAG shall have no responsibility to reimburse any otherwise allowable PROJECT expenditures until a date to be determined by the Measure I 2010-2040 Strategic Plan, nor will SANBAG reimburse CITY those said expenditures unless and until such time as: a) sufficient Measure I 2010-2040 revenue exists to fund those eligible PROJECT reimbursements and: b) CITY has satisfied any and all other necessary PROJECT requirements including the submission of all required invoices and Reports.
4. Once reimbursement is initiated in accordance with a schedule determined through the Measure I 2010-2040 Strategic Plan, total reimbursements to all eligible advanced projects shall not exceed 40 percent of the revenues allocated to the program categories from which the projects will be funded. Reimbursement shall be provided in proportion to the share of total reimbursable cost represented by each project. Reimbursement in full for eligible costs shall be completed no later than receipt of final revenues generated by Measure I 2010-2040.
5. In the event CITY fails to initiate construction by January 1, 2008, fails to complete the PROJECT commenced under this Agreement, fails to perform any of the obligations created by this Agreement, or fails to comply with applicable state and, if applicable, federal laws and regulations, SANBAG reserves the right to terminate this Agreement and any subsequent funding for the PROJECT or a portion thereof upon written notice to CITY. CITY may only be reimbursed for those eligible PROJECT expenditures that occur prior to the date of termination when successfully completed as provided for pursuant to this Agreement. An audit may be performed as provided in Section II, Article (8) of this Agreement.

6. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
7. This Agreement will be considered terminated upon reimbursement of eligible costs by SANBAG.

**San Bernardino County  
Transportation Authority**

**City of Fontana**

By: \_\_\_\_\_  
Dennis Hansberger  
President, SANBAG Board of  
Directors

By: \_\_\_\_\_  
Mark Nuaimi  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
PROCEDURE:

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG County Counsel

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Attachment A

**JURUPA AVENUE IMPROVEMENT PROJECT  
Etiwanda Avenue to Sierra Avenue**

**Project Scope and Costs**

Proposed Improvements:

- Widening of Jurupa Avenue to six lanes from Etiwanda Avenue to Sierra Avenue and to four lanes from Sierra Avenue to Tamarind Avenue with a raised landscape median
- Storm Drain improvements from Mulberry Avenue to Sierra Avenue to relieve Storm Drain deficiencies
- Acquisition of Right of Way as required by the Improvements
- Relocation of Utilities
- Traffic Signal installation or modification at: Etiwanda Avenue, Banana Avenue, Mulberry Avenue, Sierra Avenue, Cherry Avenue, Almond Avenue, Live Oak Avenue, Pacific Avenue, Beech Avenue, Citrus Avenue, Popular Avenue and Cypress Avenue
- Mitigation of Environmental Requirements
- Support Cost for Design and Construction Management

Summary of Project Cost (Estimate):

• Design	\$ 1,000,000.00
• Construction	7,000,000.00
• Utility Relocation	400,000.00
• Construction Management	1,000,000.00
• Right of Way Acquisition	2,200,000.00

<b>Total Project Cost:</b>	<b>\$12,000,000.00</b>
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**SANBAG Contract No. C07063**

by and between

San Bernardino County Transportation Authority

and

City of Fontana

for

Citrus Avenue Widening from Baseline Avenue to South Highland Avenue**FOR ACCOUNTING PURPOSES ONLY**☒ Payable

Vendor Contract # \_\_\_\_\_

Retention:

☒ Original☐ Receivable

Vendor ID \_\_\_\_\_

☐ Yes \_\_\_\_\_ % ☒ No☐ Amendment

Notes: This is a Measure I 2010-2040 Project Advancement Agreement with reimbursement schedule to be determined through the Measure I 2010-2040 Strategic Plan

Original Contract: \$ 2,720,000

Previous Amendments Total: \$ \_\_\_\_\_

Previous Amendments Contingency Total: \$ \_\_\_\_\_

Contingency Amount: \$ \_\_\_\_\_

Current Amendment: \$ \_\_\_\_\_

Current Amendment Contingency: \$ \_\_\_\_\_

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 2,720,000**

↓ Please include funding allocation for the original contract or the amendment.

<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
TBD - See note above	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 12/6/06 Contract Start: 12/6/06 Contract End: TBD

New Amend. Approval (Board) Date: \_\_\_\_\_ Amend. Start: \_\_\_\_\_ Amend. End: \_\_\_\_\_

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget  
Authority →Fiscal Year: \_\_\_\_\_  
\$ \_\_\_\_\_Future Fiscal Year(s) –  
Unbudgeted Obligation → \$ \_\_\_\_\_Is this consistent with the adopted budget? ☒ Yes ☐ NoIf yes, which Task includes budget authority? N/AIf no, has the budget amendment been submitted? ☐ Yes ☐ No**CONTRACT MANAGEMENT**

Please mark an "X" next to all that apply:

☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly LocalDisadvantaged Business Enterprise: ☐ No ☐ Yes \_\_\_\_\_ %Task Manager: Ty SchuilingContract Manager: Andrea Zureick

Task Manager Signature

Date

Contract Manager Signature

Date

Chief Financial Officer Signature

Date

Filename: C07063

Form 28 06/06

**COOPERATIVE AGREEMENT NO. C07-063**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF FONTANA, CALIFORNIA**

**FOR**

**CITRUS AVENUE WIDENING FROM  
BASELINE AVENUE TO SOUTH HIGHLAND AVENUE**

---

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Fontana (hereinafter referred to as "CITY").

**WITNESSETH**

WHEREAS, the SANBAG Nexus Study and the Measure I 2010-2040 Expenditure Plan identified freeway interchange, major street, and railroad grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, CITY wishes to begin construction of Citrus Avenue Widening from Baseline Avenue to South Highland Avenue (hereinafter referred to as the "PROJECT") by January 1, 2008; and

WHEREAS, SANBAG has determined that this PROJECT is defined within the SANBAG Nexus Study within the urban areas of the county or the Measure I 2010-2040 Expenditure Plan within the non-urban areas of the county; and

WHEREAS, since revenue from Measure I 2010-2040 will not be available until 2010 or later, CITY desires to use its own local (non-SANBAG) funds to construct the PROJECT at this time; and

WHEREAS, SANBAG and CITY are entering into this Agreement that will allow CITY to use funds not contributed or allocated by SANBAG to implement the PROJECT immediately with the understanding that SANBAG will reimburse CITY for eligible PROJECT expenditures at a later date with Measure I 2010-2040 revenue and in accordance with the reimbursement schedule established in the Measure I 2010-2040 Strategic Plan.

NOW, THEREFORE, SANBAG and CITY agree to the following:

## SECTION I

### SANBAG AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A to this Agreement. Said reimbursement amount shall not exceed the percentage of actual cost as set forth in the SANBAG Nexus Study, up to \$2,720,000.00 (68% of net cost). The SANBAG Nexus Study states the actual (estimated) cost of \$4,000,000.00. In the event that the project cost is lower, the reimbursement percentage shall apply. In the event that the project cost is higher than shown in the Nexus Study, the maximum amount eligible for reimbursement shall be \$2,720,000.00 per the Nexus Study.
2. To reimburse CITY, subject to Article 1 of this Section I, in accordance with the reimbursement terms set forth in the Measure I 2010-2040 Strategic Plan and after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

## SECTION II

### CITY AGREES:

1. Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study and/or the Measure I 2010-2040 Expenditure Plan, will be eligible for future Measure I 2010-2040 reimbursement. CITY agrees that for work it will later claim reimbursement hereunder, it will only undertake eligible PROJECT-specific work activities.
2. To abide by all State and, if applicable, federal policies and procedures pertaining to the PROJECT.

or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

7. This Agreement will be considered terminated upon reimbursement of eligible costs by SANBAG.

**San Bernardino County  
Transportation Authority**

**City of Fontana**

By: \_\_\_\_\_  
Dennis Hansberger  
President, SANBAG Board of  
Directors

By: \_\_\_\_\_  
Mark Nuaimi  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
PROCEDURE:

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG County Counsel

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment A

**CITRUS AVENUE STREET IMPROVEMENT PROJECT**  
**Baseline Avenue to South Highland Avenue**

**Project Scope and Costs**

Proposed Improvement:

- Widening of Citrus Avenue to four lanes with a raised landscape median from Baseline Avenue to South Highland
- Acquisition of Right of Way needed for the Improvements
- Modification of the Traffic Signal at Baseline Avenue and Citrus Avenue
- Relocation of Utilities
- Bike Lane to be included in roadway section for Citrus Avenue
- Support Cost for Design and Construction Management

Summary of Project Cost (Estimate):

• Design	\$ 400,000.00
• Construction	2,920,000.00
• Utility Relocation	150,000.00
• Construction Management	320,000.00
• Right of Way Acquisition	210,000.00

<b><u>Total Project Costs</u></b>	<b><u>\$ 4,000,000.00</u></b>
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**SANBAG Contract No. C07064**

by and between

San Bernardino County Transportation Authority

and

City of Fontana

for

Walnut Avenue Widening from Citrus Avenue to Sierra Avenue**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes: This is a Measure I 2010-2040 Project Advancement Agreement with reimbursement schedule to be determined through the Measure I 2010-2040 Strategic Plan

Original Contract:	\$ <u>2,856,000</u>	Previous Amendments Total:	\$ _____
		Previous Amendments Contingency Total:	\$ _____
Contingency Amount:	\$ _____	Current Amendment:	\$ _____
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 2,856,000**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
TBD - See note above	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: <u>12/6/06</u>	Contract Start: <u>12/6/06</u>	Contract End: <u>TBD</u>
New Amend. Approval (Board) Date: _____	Amend. Start: _____	Amend. End: _____

If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:

Approved Budget Authority →	Fiscal Year: _____ \$ _____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
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Is this consistent with the adopted budget? ☒ Yes ☐ No  
If yes, which Task includes budget authority? N/A  
If no, has the budget amendment been submitted? ☐ Yes ☐ No

**CONTRACT MANAGEMENT**

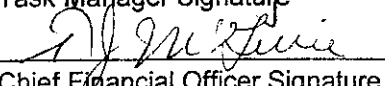
Please mark an "X" next to all that apply:

☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly Local  
Disadvantaged Business Enterprise: ☐ No ☐ Yes \_\_\_\_\_ %

Task Manager: **Ty Schuiling**Contract Manager: **Andrea Zureick**

 11/7/06  
Task Manager Signature Date

 11/7/06  
Contract Manager Signature Date

 11/7/06  
Chief Financial Officer Signature Date

Filename: C07064

Form 28 06/06

**COOPERATIVE AGREEMENT NO. C07064**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF FONTANA, CALIFORNIA**

**FOR**

**WALNUT AVENUE WIDENING FROM  
CITRUS AVENUE TO SIERRA AVENUE**

---

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Fontana (hereinafter referred to as "CITY").

**WITNESSETH**

WHEREAS, the SANBAG Nexus Study and the Measure I 2010-2040 Expenditure Plan identified freeway interchange, major street, and railroad grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, CITY wishes to begin construction of Walnut Avenue Widening from Citrus Avenue to Sierra Avenue (hereinafter referred to as the "PROJECT") by January 1, 2008; and

WHEREAS, SANBAG has determined that this PROJECT is defined within the SANBAG Nexus Study within the urban areas of the county or the Measure I 2010-2040 Expenditure Plan within the non-urban areas of the county; and

WHEREAS, since revenue from Measure I 2010-2040 will not be available until 2010 or later, CITY desires to use its own local (non-SANBAG) funds to construct the PROJECT at this time; and

WHEREAS, SANBAG and CITY are entering into this Agreement that will allow CITY to use funds not contributed or allocated by SANBAG to implement the PROJECT immediately with the understanding that SANBAG will reimburse CITY for eligible PROJECT expenditures at a later date with Measure I 2010-2040 revenue and in



accordance with the reimbursement schedule established in the Measure I 2010-2040 Strategic Plan.

NOW, THEREFORE, SANBAG and CITY agree to the following:

## SECTION I

### SANBAG AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A to this Agreement. Said reimbursement amount shall not exceed the percentage of actual cost as set forth in the SANBAG Nexus Study, up to \$2,856,000.00 (68% of net cost). The SANBAG Nexus Study states the actual (estimated) cost of \$4,200,000.00. In the event that the project cost is lower, the reimbursement percentage shall apply. In the event that the project cost is higher than shown in the Nexus Study, the maximum amount eligible for reimbursement shall be \$2,856,000.00 per the Nexus Study.
2. To reimburse CITY, subject to Article 1 of this Section I, in accordance with the reimbursement terms set forth in the Measure I 2010-2040 Strategic Plan and after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

## SECTION II

### CITY AGREES:

1. Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study and/or the Measure I 2010-2040 Expenditure Plan, will be eligible for future Measure I 2010-2040 reimbursement. CITY agrees that for work it will later claim reimbursement hereunder, it will only undertake eligible PROJECT-specific work activities.

2. To abide by all State and, if applicable, federal policies and procedures pertaining to the PROJECT.
3. After completion of the PROJECT, to prepare and submit to SANBAG an original and two copies of signed invoices for subsequent reimbursement of those eligible PROJECT expenses. CITY further agrees and understands that SANBAG will not reimburse CITY for: a) any PROJECT expenditures that are not described in the PROJECT-specific work activities and/or: b) any PROJECT expenditures that occur prior to the date of execution of this Agreement.
4. If Measure I 2010-2040 reimbursement funds are received by CITY, to repay to SANBAG any costs that are determined by subsequent audit to be unallowable within thirty (30) days of CITY receiving notice of audit findings. Should CITY fail to reimburse moneys due SANBAG within (30) days of demand, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request, but in no case less than five (5) years from the date of final reimbursement payment, if said reimbursement occurs under this Agreement.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 60 days following the completion of those expenditures. The Final Report of Expenditures, three copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT- specific work activities described.
8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

9. CITY agrees that PROJECT reimbursement schedule will be determined as part of the Measure I 2010-2040 Strategic Plan.
10. CITY agrees to post signs on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and the City of Fontana.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed \$2,856,000.00.
2. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation, interest, or other fees.
3. SANBAG shall have no responsibility to reimburse any otherwise allowable PROJECT expenditures until a date to be determined by the Measure I 2010-2040 Strategic Plan, nor will SANBAG reimburse CITY those said expenditures unless and until such time as: a) sufficient Measure I 2010-2040 revenue exists to fund those eligible PROJECT reimbursements and: b) CITY has satisfied any and all other necessary PROJECT requirements including the submission of all required invoices and Reports.
4. Once reimbursement is initiated in accordance with a schedule determined through the Measure I 2010-2040 Strategic Plan, total reimbursements to all eligible advanced projects shall not exceed 40 percent of the revenues allocated to the program categories from which the projects will be funded. Reimbursement shall be provided in proportion to the share of total reimbursable cost represented by each project. Reimbursement in full for eligible costs shall be completed no later than receipt of final revenues generated by Measure I 2010-2040.
5. In the event CITY fails to initiate construction by January 1, 2008, fails to complete the PROJECT commenced under this Agreement, fails to perform any of the obligations created by this Agreement, or fails to comply with applicable state and, if applicable, federal laws and regulations, SANBAG reserves the right to terminate this Agreement and any subsequent funding for the PROJECT or a portion thereof upon written notice to CITY. CITY may only be reimbursed for those eligible PROJECT expenditures that occur prior to the date of termination when successfully completed as provided for pursuant to this Agreement. An audit may be performed as provided in Section II, Article (8) of this Agreement.

6. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
7. This Agreement will be considered terminated upon reimbursement of eligible costs by SANBAG.

**San Bernardino County  
Transportation Authority**

City of Fontana

By: \_\_\_\_\_  
Dennis Hansberger  
President, SANBAG Board of  
Directors

By: \_\_\_\_\_  
Mark Nuaimi  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
PROCEDURE:

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG County Counsel

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment A

**WALNUT AVENUE STREET IMPROVEMENT PROJECT**  
**Citrus Avenue to Sierra Avenue**

**Project Scope and Costs**

Proposed Improvements:

- Widening of Walnut Avenue to two lanes with raised landscape median
- Sidewalks to be constructed to improve access to High School and Middle School on Walnut Avenue, Oleander Avenue, Cypress Avenue and Juniper Avenue
- Acquisition of Right of Way required for the Improvements
- Support Cost for Design and Construction Management

Summary of Project Cost (Estimate):

• Design	\$ 380,000.00
• Construction	3,442,000.00
• Utility Relocation	-0-
• Construction Management	300,000.00
• Right of Way Acquisition	78,000.00
•	

**Total Project Cost**

**\$ 4,200,000.00**

**SANBAG Contract No. C07065**

by and between

San Bernardino County Transportation Authority

and

City of Fontana

for

South Highland Avenue Widening from San Sevaine Road to Citrus Avenue**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment

Notes: This is a Measure I 2010-2040 Project Advancement Agreement with reimbursement schedule to be determined through the Measure I 2010-2040 Strategic Plan

Original Contract: \$ <u>2,720,000</u>	Previous Amendments Total: \$ _____
Contingency Amount: \$ _____	Previous Amendments Contingency Total: \$ _____
	Current Amendment: \$ _____
	Current Amendment Contingency: \$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 2,720,000**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
TBD - See note above	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 12/6/06 Contract Start: 12/6/06 Contract End: TBD  
 New Amend. Approval (Board) Date: \_\_\_\_\_ Amend. Start: \_\_\_\_\_ Amend. End: \_\_\_\_\_

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

Approved Budget Authority →	Fiscal Year: _____	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ _____
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Is this consistent with the adopted budget? ☒ Yes ☐ No  
 If yes, which Task includes budget authority? N/A  
 If no, has the budget amendment been submitted? ☐ Yes ☐ No

**CONTRACT MANAGEMENT**

Please mark an "X" next to all that apply:

☒ Intergovernmental ☐ Private ☐ Non-Local ☐ Local ☐ Partly Local

Disadvantaged Business Enterprise: ☐ No ☐ Yes \_\_\_\_\_ %

Task Manager: **Ty Schuiling**

Contract Manager: **Andrea Zureick**

Ty Schuiling 11/7/06  
 Task Manager Signature Date

Andrea Zureick 11/7/06  
 Contract Manager Signature Date

D. J. McQuinn 11/7/06  
 Chief Financial Officer Signature Date

Filename: C07065

Form 28 06/06

**COOPERATIVE AGREEMENT NO. C07065**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF FONTANA, CALIFORNIA**

**FOR**

**SOUTH HIGHLAND AVENUE WIDENING FROM  
SAN SEVAINE ROAD TO CITRUS AVENUE**

---

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the City of Fontana (hereinafter referred to as "CITY").

**WITNESSETH**

WHEREAS, the SANBAG Nexus Study and the Measure I 2010-2040 Expenditure Plan identified freeway interchange, major street, and railroad grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, CITY wishes to begin construction of South Highland Avenue Widening from San Sevaime Road to Citrus Avenue (hereinafter referred to as the "PROJECT") by January 1, 2008; and

WHEREAS, SANBAG has determined that this PROJECT is defined within the SANBAG Nexus Study within the urban areas of the county or the Measure I 2010-2040 Expenditure Plan within the non-urban areas of the county; and

WHEREAS, since revenue from Measure I 2010-2040 will not be available until 2010 or later, CITY desires to use its own local (non-SANBAG) funds to construct the PROJECT at this time; and

WHEREAS, SANBAG and CITY are entering into this Agreement that will allow CITY to use funds not contributed or allocated by SANBAG to implement the PROJECT immediately with the understanding that SANBAG will reimburse CITY for eligible PROJECT expenditures at a later date with Measure I 2010-2040 revenue and in

accordance with the reimbursement schedule established in the Measure I 2010-2040 Strategic Plan.

NOW, THEREFORE, SANBAG and CITY agree to the following:

## SECTION I

### SANBAG AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A to this Agreement. Said reimbursement amount shall not exceed the percentage of actual cost as set forth in the SANBAG Nexus Study, up to \$2,720,000.00 (68% of net cost). The SANBAG Nexus Study states the actual (estimated) cost of \$4,000,000.00. In the event that the project cost is lower, the reimbursement percentage shall apply. In the event that the project cost is higher than shown in the Nexus Study, the maximum amount eligible for reimbursement shall be \$2,720,000.00 per the Nexus Study.
2. To reimburse CITY, subject to Article 1 of this Section I, in accordance with the reimbursement terms set forth in the Measure I 2010-2040 Strategic Plan and after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

## SECTION II

### CITY AGREES:

1. Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study and/or the Measure I 2010-2040 Expenditure Plan, will be eligible for future Measure I 2010-2040 reimbursement. CITY agrees that for work it will later claim reimbursement hereunder, it will only undertake eligible PROJECT-specific work activities.



2. To abide by all State and, if applicable, federal policies and procedures pertaining to the PROJECT.
3. After completion of the PROJECT, to prepare and submit to SANBAG an original and two copies of signed invoices for subsequent reimbursement of those eligible PROJECT expenses. CITY further agrees and understands that SANBAG will not reimburse CITY for: a) any PROJECT expenditures that are not described in the PROJECT-specific work activities and/or: b) any PROJECT expenditures that occur prior to the date of execution of this Agreement.
4. If Measure I 2010-2040 reimbursement funds are received by CITY, to repay to SANBAG any costs that are determined by subsequent audit to be unallowable within thirty (30) days of CITY receiving notice of audit findings. Should CITY fail to reimburse moneys due SANBAG within (30) days of demand, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request, but in no case less than five (5) years from the date of final reimbursement payment, if said reimbursement occurs under this Agreement.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 60 days following the completion of those expenditures. The Final Report of Expenditures, three copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT- specific work activities described.
8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.

9. CITY agrees that PROJECT reimbursement schedule will be determined as part of the Measure I 2010-2040 Strategic Plan.
10. CITY agrees to post signs on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and the City of Fontana.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed \$2,720,000.00.
2. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation, interest, or other fees.
3. SANBAG shall have no responsibility to reimburse any otherwise allowable PROJECT expenditures until a date to be determined by the Measure I 2010-2040 Strategic Plan, nor will SANBAG reimburse CITY those said expenditures unless and until such time as: a) sufficient Measure I 2010-2040 revenue exists to fund those eligible PROJECT reimbursements and: b) CITY has satisfied any and all other necessary PROJECT requirements including the submission of all required invoices and Reports.
4. Once reimbursement is initiated in accordance with a schedule determined through the Measure I 2010-2040 Strategic Plan, total reimbursements to all eligible advanced projects shall not exceed 40 percent of the revenues allocated to the program categories from which the projects will be funded. Reimbursement shall be provided in proportion to the share of total reimbursable cost represented by each project. Reimbursement in full for eligible costs shall be completed no later than receipt of final revenues generated by Measure I 2010-2040.
5. In the event CITY fails to initiate construction by January 1, 2008, fails complete the PROJECT commenced under this Agreement, fails to perform any of the obligations created by this Agreement, or fails to comply with applicable state and, if applicable, federal laws and regulations, SANBAG reserves the right to terminate this Agreement and any subsequent funding for the PROJECT or a portion thereof upon written notice to CITY. CITY may only be reimbursed for those eligible PROJECT expenditures that occur prior to the date of termination when successfully completed as provided for pursuant to this Agreement. An audit may be performed as provided in Section II, Article (8) of this Agreement.

6. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.
7. This Agreement will be considered terminated upon reimbursement of eligible costs by SANBAG.

**San Bernardino County  
Transportation Authority**

**City of Fontana**

By: \_\_\_\_\_  
Dennis Hansberger  
President, SANBAG Board of  
Directors

By: \_\_\_\_\_  
Mark Nuaimi  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM AND  
PROCEDURE:

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG County Counsel

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment A

**SOUTH HIGHLAND AVENUE STREET IMPROVEMENT PROJECT**  
**San Sevaine Road to Citrus Avenue**

**Project Cost and Scope**

Proposed Improvements:

- Widening of South Highland Avenue to four lanes from San Sevaine Road to Hemlock Avenue and from Knox Avenue to Citrus Avenue
- Construct a landscape median for San Servaine Road to Citrus Avenue
- Acquisition of Right of Way as required for Improvements
- Relocation of Utilities
- Support Cost for Design and Construction Management

Summary of Project Cost (Estimate):

• Design	\$ 240,000.00
• Construction	3,010,000.00
• Utility Relocation	75,000.00
• Construction Management	400,000.00
• Right of Way Acquisition	275,000.00

**Total Project Cost:** **\$4,000,000.00**

**SANBAG Contract No. C07129**

by and between

San Bernardino County Transportation Authority

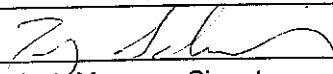

and

City of Fontana

for

I-15 at Duncan Canyon Road Interchange Construction

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes: This is a Measure I 2010-2040 Project Advancement Agreement with reimbursement schedule to be determined through the Measure I 2010-2040 Strategic Plan				
Original Contract:      \$ <u>4,068,000</u>  Contingency Amount:    \$ _____	Previous Amendments Total:                      \$ _____ Previous Amendments Contingency Total:        \$ _____ Current Amendment:                                      \$ _____ Current Amendment Contingency:                      \$ _____  Contingency Amount requires specific authorization by Task Manager prior to release.			
<b>Contract TOTAL →</b>				<b>\$ <u>4,068,000</u></b>
↓ Please include funding allocation for the original contract or the amendment.				
Task	Cost Code	Funding Sources	Grant ID	Amounts
TBD - See note above	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>12/6/06</u> Contract Start: <u>12/6/06</u> Contract End: <u>TBD</u> New Amend. Approval (Board) Date: _____      Amend. Start: _____      Amend. End: _____				
<b>If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:</b>				
<b>Approved Budget Authority →</b>	Fiscal Year: _____ \$ _____		<b>Future Fiscal Year(s) – Unbudgeted Obligation →</b> \$ _____	
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, which Task includes budget authority? <u>N/A</u> If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
<b>Please mark an "X" next to all that apply:</b>				
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: <b>Ty Schuiling</b>			Contract Manager: <b>Andrea Zureick</b>	

 11/7/06  
 Task Manager Signature      Date  
 11/7/06  
 Chief Financial Officer Signature      Date

 11/7/06  
 Contract Manager Signature      Date

Filename: C07129

Form 28 06/06

**COOPERATIVE AGREEMENT NO. C07129**

**BETWEEN**

**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY**

**AND**

**CITY OF FONTANA, CALIFORNIA**

**FOR**

**I-15/DUNCAN CANYON ROAD INTERCHANGE PROJECT**

---

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between the San Bernardino County Transportation Authority (hereinafter referred to as "SANBAG") and the CITY OF FONTANA (hereinafter referred to as "CITY").

**WITNESSETH**

WHEREAS, the SANBAG Nexus Study and the Measure I 2010-2040 Expenditure Plan identified freeway interchange, major street, and railroad grade separation projects eligible for partial funding from Measure I 2010-2040 revenues; and

WHEREAS, CITY wishes to begin construction of I-15/Duncan Canyon Road Interchange Project (hereinafter referred to as the "PROJECT") by January 1, 2008; and

WHEREAS, SANBAG has determined that this PROJECT is defined within the SANBAG Nexus Study within the urban areas of the county or the Measure I 2010-2040 Expenditure Plan within the non-urban areas of the county; and

WHEREAS, since revenue from Measure I 2010-2040 will not be available until 2010 or later, CITY desires to use its own local (non-SANBAG) funds to construct the PROJECT at this time; and

WHEREAS, SANBAG and CITY are entering into this Agreement that will allow CITY to use funds not contributed or allocated by SANBAG to implement the PROJECT immediately with the understanding that SANBAG will reimburse CITY for eligible PROJECT expenditures at a later date with Measure I 2010-2040 revenue and in accordance with the reimbursement schedule established in the Measure I 2010-2040 Strategic Plan.

NOW, THEREFORE, SANBAG and CITY agree to the following:

## SECTION I

### SANBAG AGREES:

1. To reimburse CITY for those eligible PROJECT expenses that are incurred by CITY for the PROJECT-specific work activities, as set forth in Attachment A to this Agreement. Said reimbursement amount shall not exceed the percentage of actual cost as set forth in the SANBAG Nexus Study, up to \$4,086,000 (22.7% of estimated project cost). The SANBAG Nexus Study states an actual (estimated) cost of \$18,000,000. In the event that the project cost is lower, the reimbursement percentage shall apply. In the event that the project cost is higher than shown in the Nexus Study, the maximum amount eligible for reimbursement shall be \$4,086,000 per the Nexus Study.
2. To reimburse CITY, subject to Article 1 of this Section I, in accordance with the reimbursement terms set forth in the Measure I 2010-2040 Strategic Plan and after CITY submits to SANBAG an original and two copies of the signed invoices in the proper form covering those actual allowable PROJECT expenditures that were incurred by CITY.
3. When conducting an audit of the costs claimed under the provisions of this Agreement, to rely to the maximum extent possible on any prior audit of CITY performed pursuant to the provisions of state and federal laws. In the absence of such an audit, work of other auditors will be relied upon to the extent that work is acceptable to SANBAG when planning and conducting additional audits.

## SECTION II

### CITY AGREES:

1. Subject to Article 1 of Section I, that only eligible PROJECT-specific work activities, as set forth in Attachment A to this Agreement, which are for transportation purposes that conform to the SANBAG Nexus Study and/or the Measure I 2010-2040 Expenditure Plan, will be eligible for future Measure I 2010-2040 reimbursement. CITY agrees that for work it will later claim reimbursement hereunder, it will only undertake eligible PROJECT-specific work activities.
2. To abide by all State and, if applicable, federal policies and procedures pertaining to the PROJECT.
3. After completion of the PROJECT, to prepare and submit to SANBAG an original and two copies of signed invoices for subsequent reimbursement of those eligible PROJECT expenses. CITY further agrees and understands that SANBAG will not reimburse CITY for: a) any PROJECT expenditures that are

not described in the PROJECT-specific work activities and/or; b) any PROJECT expenditures that occur prior to the date of execution of this Agreement.

4. If Measure I 2010-2040 reimbursement funds are received by CITY, to repay to SANBAG any costs that are determined by subsequent audit to be unallowable within thirty (30) days of CITY receiving notice of audit findings. Should CITY fail to reimburse moneys due SANBAG within (30) days of demand, or within such other period as may be agreed between both parties hereto, SANBAG reserves the right to withhold future payments due CITY from any source under SANBAG's control.
5. To maintain all source documents, books and records connected with its performance under this Agreement for a minimum of five (5) years from the date of the Final Report of Expenditures submittal to SANBAG or until audit resolution is achieved and to make all such supporting information available for inspection and audit by representatives of SANBAG. Copies will be made and furnished by CITY upon request, but in no case less than five (5) years from the date of final reimbursement payment, if said reimbursement occurs under this Agreement.
6. To establish and maintain an accounting system conforming to Generally Accepted Accounting Principles (GAAP) to support CITY request for reimbursement, payment vouchers, or invoices which segregate and accumulate costs of PROJECT work elements and produce monthly reports which clearly identify reimbursable costs, matching fund costs, and other allowable expenditures by CITY.
7. To prepare a Final Report of Expenditures, including a final invoice reporting the actual eligible PROJECT costs expended for those activities described in the work activities, and to submit that Report and invoice no later than 60 days following the completion of those expenditures. The Final Report of Expenditures, three copies of which report shall be submitted to SANBAG, must state that these PROJECT funds were used in conformance with this Agreement and for those PROJECT- specific work activities described.
8. To have a PROJECT-specific audit completed by SANBAG upon completion of the PROJECT. The audit must state that all funds expended on the PROJECT were used in conformance with this Agreement.
9. CITY agrees that PROJECT reimbursement schedule will be determined as part of the Measure I 2010-2040 Strategic Plan.
10. CITY agrees to post signs on ends of PROJECT noting that PROJECT is funded with Measure I funds. Signs shall bear the logos of San Bernardino Associated Governments and City of Fontana.



### SECTION III

#### IT IS MUTUALLY AGREED:

1. SANBAG's financial responsibility shall not exceed \$4,086,000.
2. Eligible PROJECT reimbursements shall include only those costs incurred by CITY for PROJECT-specific work activities that are described in this Agreement and shall not include escalation, interest, or other fees.
3. SANBAG shall have no responsibility to reimburse any otherwise allowable PROJECT expenditures until a date to be determined by the Measure I 2010-2040 Strategic Plan, nor will SANBAG reimburse CITY those said expenditures unless and until such time as a) sufficient Measure I 2010-2040 revenue exists to fund those eligible PROJECT reimbursements and b) CITY has satisfied any and all other necessary PROJECT requirements including the submission of all required invoices and Reports.
4. Once reimbursement is initiated in accordance with a schedule determined through the Measure I 2010-2040 Strategic Plan, total reimbursements to all eligible advanced projects shall not exceed 40 percent of the revenues allocated to the program categories from which the projects will be funded. Reimbursement shall be provided in proportion to the share of total reimbursable cost represented by each project. Reimbursement in full for eligible costs shall be completed no later than receipt of final revenues generated by Measure I 2010-2040.
5. In the event CITY fails to initiate construction by January 1, 2008, fails complete the PROJECT commenced under this Agreement, fails to perform any of the obligations created by this Agreement, or fails to comply with applicable state and, if applicable, federal laws and regulations, SANBAG reserves the right to terminate this Agreement and any subsequent funding for the PROJECT or a portion thereof upon written notice to CITY. CITY may only be reimbursed for those eligible PROJECT expenditures that occur prior to the date of termination when successfully completed as provided for pursuant to this Agreement. An audit may be performed as provided in Section II, Article (8) of this Agreement.
6. Neither SANBAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring or arising by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, CITY shall fully defend, indemnify and save harmless SANBAG, its officers and employees from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction delegated to CITY under this Agreement.

7. This Agreement will be considered terminated upon reimbursement of eligible costs by SANBAG.

**San Bernardino County  
Transportation Authority**

**City of Fontana**

By: \_\_\_\_\_  
Dennis Hansberger  
President, SANBAG Board of  
Directors

By: \_\_\_\_\_  
Mark Nuaimi  
Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM AND  
PROCEDURE:**

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG County Counsel

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attachment A

**I-15/Duncan Canyon Road Interchange**

**Project Scope and Costs**

Proposed Improvements:

- Construct New Interchange at I-15/Duncan Canyon Road
- Widen Existing Overcrossing Structure
- Construct Auxiliary Lane on N/B Exit Ramp
- Construct Auxiliary Lane on S/B Entrance Ramp
- Widen Duncan Canyon Road East and West approaches to Interchange

Summary of Project Cost (Estimate):

• Project Report/Environmental Documents	\$ 750,000
• Plans, Specifications & Estimates	1,500,000
• Right of Way	500,000
• Utility Relocation	250,000
• Roadway Items	10,000,00
• Bridge/Structural Items	<u>5,000,000</u>

<b><u>Total Project Cost:</u></b>	<b>\$ 18,000,000</b>
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- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 6

**Date:** November 15, 2006

**Subject:** Amendments to Contracts 02-012 and 04-010 with Albert Grover & Associates (AGA) for Design, Implementation, and Monitoring of the Coordinated Traffic Signal System Program – Tiers 1 and 2

**Recommendation:\*** 1. Approve Amendment No. 2 to Contract 02-012 with AGA for Design, Implementation, and Monitoring of the Coordinated Traffic Signal System Program – Tier 1, increasing the contract amount by \$748,780, as specified in the Financial Impact Section, and extending the contract completion date to September 1, 2010.

2. Approve Amendment No. 1 to Contract 04-010 with AGA for Design, Implementation, and Monitoring of the Coordinated Traffic Signal System Program – Tier 2, increasing the contract amount by \$437,840, as specified in the Financial Impact Section, and extending the contract completion date to September 1, 2010.

3. Approve budget amendment to increase Task 70107000 in the amount of \$1,186,620. Funding source is State Highway Operations and Protection Program (SHOPP) funds as detailed in the Financial Impact Section.

**Background:**

**These are amendments to existing contracts.** In September 1999 the SANBAG Board approved development of a San Bernardino Valley Coordinated Traffic Signal System Plan. The objective of the plan was to develop a strategic plan for

\*

*Approved*  
*Plans and Programs Policy Committee*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

ppc0611a-abz  
70107000

interconnecting traffic signals in the San Bernardino County Valley region that will enable traffic signal coordination across jurisdictional boundaries to reduce vehicle stops, delays, travel time, and emissions. The plan identified a total of four tiers to fully implement the system. Congestion Mitigation and Air Quality (CMAQ) funding in the amount of \$3.1 million has been awarded for design and maintenance of Tiers 1 and 2. In addition, Caltrans has designated \$1.5M of SHOPP funds for Tiers 1 and 2 from the *GoCalifornia* initiative, as discussed in a previous Agenda Item, which could possibly reduce the CMAQ already committed to these Tiers. Construction will begin on both Tiers in November.

**Tier 1 – Contract 02-012**

In February 2002 the SANBAG Board approved Contract 02-012 with AGA in the amount of \$1,137,000 for Design, Implementation, and Monitoring of Tier 1 of the Coordinated Traffic Signal System Program. In May 2003, the Board approved Amendment 1 to add 24 new intersections to the scope of work, bringing the total contract amount to \$1,296,040. The following is a summary of issues that have affected the cost and scope of this contract.

New Signals and Rapid Growth – Since approval of Amendment 1, at least 24 additional signals have been installed on Tier 1 arterials. In addition, traffic counts and timing plans have become outdated because of the rapid growth in the project area. Inclusion of all signals along a coordinated arterial and current traffic data and timing plans are essential to an effective coordinated system.

Construction Support – As construction begins on Tier 1, it will be necessary for AGA to provide construction support, which is not in the scope of their existing contract. This includes not only construction engineering and liaison services for SANBAG, participating agencies, and the contractors, but also providing master planning guidance to local agencies on traffic signal interconnect and coordination systems, providing design specifications to local agencies for required traffic signal interconnect improvements within the system, and coordinating and modifying plans on an on-going basis to support local agencies throughout the duration of the contract.

Labor Costs – Implementation of Tier 1 includes three years of system monitoring. System monitoring includes biweekly remote monitoring of all 324 intersections to ensure that all are operating in coordination and to check for any failures, driving tests during peak periods to test the performance of the system, visual inspection of timing charts in the controller cabinets, assistance to local agencies in responding to citizen complaints, and interagency coordination to ensure optimum performance. Changes in the industry have caused labor costs

for monitoring services to rise dramatically over the last several years. AGA has indicated that their current fee for this service ranges from \$80 to \$100 per intersection per month. The original contract approved a fee of \$40 per intersection per month, and this was raised to \$60 per intersection per month for the additional intersections in Amendment 1.

The complexities of this project brought about by the coordination of multiple agencies and environmental considerations for 290 individual locations have resulted in this contract taking much longer for implementation than originally estimated. The original contract contemplated the three year monitoring task to be complete by early 2007. Based on the current construction schedule, the monitoring will begin late 2007 and extend through late 2010. Because delays to this project were out of the control of AGA, staff recommends adjusting the fee for monitoring to \$65 per intersection per month for all intersections in Tier 1 to account for growth in labor costs over the three years that this contract will be extended. It is important to note that this is a professional services contract and was awarded based on qualifications; therefore adjusting a labor rate would not have had an effect on the outcome of the selection process.

The specific scope changes and cost increases that are required to accommodate these additional signals, revised timing plans, construction support, and increased monitoring rates are as detailed in the attached letter from AGA and as follows:

1. Coordination Timing Development and Implementation (24 new and 10 future at \$3,000 each) -- \$102,000
2. Three years monitoring (34 intersections at \$65/month each for 36 months) -- \$79,560
3. Update Traffic Counts (approximately 90 critical intersections at \$500 each) -- \$45,000
4. Update Timing Plans (290 signals at \$650 each) -- \$188,500
5. Add Construction Support Task -- \$90,000
6. Increase Fee for Monitoring (increase 266 signals by \$25 per month and 24 signals by \$5 per month) -- \$243,720

This results in an increase of \$748,780, or a 58 percent increase in the contract amount with 18 percent attributable to the update of traffic counts and timing plans, 14 percent attributable to new signals, 7 percent attributable to construction support, and 19 percent attributable to a labor rate increase to the existing contract. In addition, staff recommends that the contract expiration date be extended from March 1, 2007, to September 1, 2010, to cover the three year monitoring period after completion of construction and implementation of timing.

**Tier 2 – Contract 04-010**

In July 2003 the SANBAG Board approved Contract 04-010 with AGA in the amount of \$1,830,000 for Design, Implementation, and Monitoring of Tier 2 of the Coordinated Traffic Signal System Program. The issues discussed for Tier 1 directly relate to Tier 2 as well. In addition, while there is budget for purchase of system software in this contract, there is a need for an evaluation of the various central systems that will allow the coordinated signals to function as an integrated system. AGA will evaluate the central system alternatives for this program, identify the elements required for maintenance and monitoring of the coordinated systems, provide recommendations considering cost-effectiveness and funding constraints, and oversee the installation of the chosen systems.

The specific scope changes and cost increases that are required to accommodate additional signals, construction support, and increased monitoring rates are as detailed in the attached letter from AGA and as follows:

1. Coordination Timing Development and Implementation (33 new and 10 future at \$3,000 each) -- \$129,000
2. Three years monitoring (43 intersections at \$65/month each for 36 months) -- \$100,620
3. Evaluate Central Signal Systems and Prepare PS&E -- \$68,000
4. Add Construction Support Task -- \$90,000
5. Increase Fee for Monitoring (increase 279 signals by \$5 per month) -- \$50,220

This results in an increase of \$437,840, or a 24 percent increase in the contract amount with 16 percent attributable to the new intersections and scope, 5 percent attributable to construction support, and 3 percent attributable to a labor rate increase to the existing contract. In addition, staff recommends that the contract expiration date be extended from July 2, 2008, to September 1, 2010, to cover the three year monitoring period after completion of construction and implementation of timing.

***Financial Impact:*** The total amendment amount for Tier 1 Contract 02-012 is \$748,780 for a total contract amount of \$2,044,820. The total amendment amount for Tier 2 contract 04-010 is \$437,840 for a total contract amount of \$2,267,840. The financial impact of this item is \$1,186,620, which is not consistent with the FY 2006/2007 budget.

A budget amendment is requested to increase the revenues and expenditures in Task Number 70107000 by \$1,186,620. This will be funded from the \$1.5 million of State SHOPP funds received for this project through Contribution Cooperative Agreement C07136 with Caltrans. TN 70107000

***Reviewed By:*** This item has been submitted for review by Counsel. This item will be reviewed by the Plans and Programs Policy Committee on November 15, 2006.

***Responsible Staff:*** Andrea Zureick, Senior Transportation Analyst  
Ty Schuiling, Director of Planning and Programming





November 8, 2006

Ms. Andrea Zureick  
Project Manager  
SANBAG  
472 North Arrowhead Avenue  
San Bernardino, CA 92401

**RE: Construction Support and Signal Timing/Monitoring of New Traffic  
Signals - Tier 1 and Tier 2 Projects**

Dear Andrea:

With the recent rapid pace of development in the San Bernardino Valley, local agencies have installed many new traffic signals on several of the Tier 1 and Tier 2 Project Routes. The number of traffic signals along the project routes has increased significantly since Year 2002 when the Tier 1 Project began, and Year 2003 when the Tier 2 Project began. For a coordinated system to operate efficiently, it is important that all traffic signals are interconnected and operate with up-to-date signal timing that is based on prevailing traffic patterns. Local agencies have recognized this and many have expressed a strong desire that the new signals be added to the Tier 1 and Tier 2 Projects.

This letter summarizes the change in project scopes for the Tier 1 and Tier 2 Projects, primarily as a result of the addition of new traffic signals, and additional services such as the evaluation of central systems for local agencies and providing construction engineering support for the two projects. Additionally, Albert Grover & Associates (AGA) is requesting an increase in fees for signal monitoring services in light of increasing labor and material/fuel costs in the industry.

#### **New Traffic Signals and Rapid Growth**

With the rapid growth in the San Bernardino Valley, many new traffic signals have been installed on the project routes that affect both the Tier 1 and Tier 2 Projects.

For the Tier 1 Project, a total of 24 new signals were added to the 266 original intersections, via Amendment 1 in May 2003, resulting in a new total of 290 signalized intersections. Since that time a total of 24 additional signals have been installed on Tier 1 routes, and it is likely that 10 additional signals will be installed in the near future.

---

#### **TRANSPORTATION CONSULTING ENGINEERS**

211 E. Imperial Hwy., Suite 208, Fullerton, CA 92835  
(714) 992-2990 FAX (714) 992-2883 E-Mail: [aga@albertgrover.com](mailto:aga@albertgrover.com)

Ms. Andrea Zureick  
November 8, 2006  
Page 2

Considering these 10 future signals with the recently installed 24 signals, the new total for project signals on Tier 1 Project amounts to 324.

For the Tier 2 Project, a total of 279 signals were initially included in the project. A total of 33 new traffic signals were recently installed on the Tier 2 Project routes, and it is likely that another 10 additional traffic signals will be installed in the near future. The addition of the recently installed 33 signals coupled with 10 future signals results in a new total of 322 intersections for the Tier 2 Project.

It is important that as new traffic signals are installed, they are interconnected and coordinated so as to minimize delays to the area motorists. During the course of signal interconnect design, as many of the newly signalized were added on the project routes, AGA included them in the Tier 1 and Tier 2 Project designs, and all the required signal interconnect improvements will be completed during the construction phase of the two projects. In addition to the required traffic signal interconnect communications at all of these new traffic signals, the collection of traffic counts, development and implementation of coordination timing, and the monitoring of the coordinated system are very essential for the new signals on both Tier 1 and Tier 2 Projects. Additionally, the previous traffic counts and signal timing plans for Tier 1 have become outdated because of the rapid growth in the project area. Updated traffic counts and signal timings are needed for the Tier 1 Project.

#### **Construction Engineering Support**

With the Tier 1 and Tier 2 Projects scheduled to begin construction later this month, AGA proposes to provide construction engineering support for the two projects. This is currently not included in the scope of our existing contracts with SANBAG. In addition to construction engineering support services for the two projects, this task includes liaison services for SANBAG, participating agencies, and the construction contractors; providing master planning guidance to local agencies on traffic signal interconnect and coordination systems; providing design specifications to local agencies for required traffic signal interconnect improvements within the system; and coordinating and modifying plans on an on-going basis to support local agencies throughout the duration of the contracts.

#### **Labor Costs**

Implementation of the Tier 1 and Tier 2 Projects includes three years of system monitoring. System monitoring includes bi-weekly remote monitoring of all project signalized intersections to ensure that all are operating in coordination and to check for any failures and provide corrective actions; driving tests during peak periods to evaluate the performance of the system; visual inspection/corrections of signal timing charts in the controller cabinets; assisting local agencies and SANBAG in responding to citizen complaints; and interagency coordination to ensure optimum performance of the signal system. Recent changes in the industry have caused labor costs for signal system

Ms. Andrea Zureick  
November 8, 2006  
Page 4

6. Increase Fee for Signal System Monitoring (increase 266 signals by \$25 per month and 24 signals by \$5 per month for 36 months) - \$243,720.

Total increase for Tier 1 Project is \$748,780.

Tier 2 Project:

1. Coordination Signal Timing Development and Implementation (33 new traffic signals plus 10 future signals at \$3,000 each) - \$129,000.
2. Three Years of Signal System Monitoring (43 intersections at \$65/month for 36 months) - \$100,620.
3. Evaluate Central Signal Systems and Prepare PS&E - \$68,000.
4. Add Construction Support Task - \$90,000.
5. Increase Fee for Signal System Monitoring (increase 279 signals by \$5 per month for 36 months) - \$50,220.

Total increase for Tier 2 Project is \$437,840.

Your immediate evaluation of this matter will be very beneficial, as the construction for Tier 1 and Tier 2 Projects is slated to begin later this month, and construction engineering support task is critical.

You can discuss this matter with either me or Al if you need more information or have any questions

Respectfully Submitted,

ALBERT GROVER & ASSOCIATES



Chalap K. Sadam, P.E.  
Vice President

Tier 1 and 2 Request for Contract Amendments.doc

**SANBAG Contract No. 02-012-02**

by and between

San Bernardino Associated Governments

and

Albert Grover & Associates

for

Design, Implementation, and Monitoring forSan Bernardino Valley Coordinated Traffic Signal System Program - Tier 1**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable	Vendor Contract # <u>138-003</u>	Retention:	<input type="checkbox"/> Original
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Amendment

Notes:

Original Contract:	\$ <u>1,137,000</u>	Previous Amendments Total:	\$ <u>159,040</u>
Contingency Amount:	\$ _____	Previous Amendments Contingency Total:	\$ _____
		Current Amendment:	\$ <u>748,780</u>
		Current Amendment Contingency:	\$ _____

Contingency Amount requires specific authorization by Task Manager prior to release.

**Contract TOTAL → \$ 2,044,820**

↓ Please include funding allocation for the original contract or the amendment.

Task	Cost Code	Funding Sources	Grant ID	Amounts
<u>70107000</u>	<u>6010</u>	<u>St Hwy Operations and Protection (SHOPP)</u>	_____	\$ <u>748,780</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____

Original Board Approved Contract Date: 02/06/02 Contract Start: 03/01/02 Contract End: 3/01/07  
 New Amend. Approval (Board) Date: 12/06/06 Amend. Start: 12/06/06 Amend. End: 9/01/10

**If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:**

Approved Budget Authority →	Fiscal Year: <u>06/07</u> \$ <u>505,060</u>	Future Fiscal Year(s) – Unbudgeted Obligation →	\$ <u>243,720</u>
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Is this consistent with the adopted budget? ☐ Yes ☒ NoIf yes, which Task includes budget authority? N/AIf no, has the budget amendment been submitted? ☒ Yes ☐ No**CONTRACT MANAGEMENT**

Please mark an "X" next to all that apply:

☐ Intergovernmental ☒ Private ☒ Non-Local ☐ Local ☐ Partly Local
Disadvantaged Business Enterprise: ☒ No ☐ Yes \_\_\_\_\_ %Task Manager: **Ty Schuiling**Contract Manager: **Andrea Zureick**

Task Manager Signature

Date



Date

Chief Financial Officer Signature

Contract Manager Signature

Date



**CONTRACT NO. 02-012, AMENDMENT NO. 2**

**BETWEEN**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS**

**AND**

**ALBERT GROVER & ASSOCIATES**

This Amendment No. 2 to SANBAG Contract No. 02-012 is entered into this \_\_\_\_th day of \_\_\_\_\_, 2006, by the firm of Albert Grover and Associates (hereinafter called CONSULTANT) and San Bernardino Associated Governments (hereinafter called SANBAG):

**WINESSETH:**

WHEREAS, SANBAG, under SANBAG Contract No. 02-012, has engaged the services of CONSULTANT to provide technical services for the Design, Implementation, and Monitoring of the Coordinated Traffic Signal System Program – Tier 1; and

WHEREAS, the parties desire to amend SANBAG Contract No. 02-012 to revise the scope of work and to amend the not to exceed amount established for this contract;

NOW THEREFORE, the parties hereto do mutually agree to amend the Contract No. 02-012 as follows:

1. Amend the contract scope of work and budget to include the intersections listed in Exhibit A, increasing the total number of signals included in the design, implementation, and monitoring of the Tier 1 program from 290 to 324 signals.
2. Amend the contract scope of work and budget to add tasks to provide evaluation and design of central systems and construction support, to perform traffic counts, and to update timing plans, as defined in Exhibit B.
3. Amend the fee for monitoring from \$40 per intersection per month for the 266 original intersections and from \$60 per intersection per month for 24 intersections amended into Tier 1 in Amendment 1 to \$65 per intersection per month.
4. Amend the authorized compensation to an amount not to exceed \$2,044,820.
5. Except as provided for by this Amendment No. 2, all other provisions of Contract No. 02-012 as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

**Albert Grover and Associates**

**San Bernardino Associated Governments**

By: \_\_\_\_\_

By: \_\_\_\_\_  
Dennis Hansberger  
President, SANBAG Board  
of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Jean-Rene Basle  
SANBAG County Counsel

**SANBAG Contract No. 04-010-01**

by and between

San Bernardino Associated Governments

and

Albert Grover & Associates

for

Design, Implementation, and Monitoring for

San Bernardino Valley Coordinated Traffic Signal System Program - Tier 2

FOR ACCOUNTING PURPOSES ONLY				
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Original <input checked="" type="checkbox"/> Amendment	
Notes:				
Original Contract:      \$ <u>1,830,000</u>		Previous Amendments Total:      \$ _____		
		Previous Amendments Contingency Total:      \$ _____		
Contingency Amount:      \$ _____		Current Amendment:      \$ <u>437,840</u>		
		Current Amendment Contingency:      \$ _____		
Contingency Amount requires specific authorization by Task Manager prior to release.				
<b>Contract TOTAL →</b>				<b>\$ <u>2,267,840</u></b>
↓ Please include funding allocation for the original contract or the amendment.				
<b>Task</b>	<b>Cost Code</b>	<b>Funding Sources</b>	<b>Grant ID</b>	<b>Amounts</b>
<u>70107000</u>	<u>6010</u>	<u>St Hwy Operations and Protection (SHOPP)</u>	_____	\$ <u>437,840</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>07/02/03</u> Contract Start: <u>07/02/03</u> Contract End: <u>7/02/08</u>				
New Amend. Approval (Board) Date: <u>12/06/06</u> Amend. Start: <u>12/06/06</u> Amend. End: <u>9/01/10</u>				
<b>If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:</b>				
<b>Approved Budget Authority →</b>	Fiscal Year: <u>06/07</u> \$ <u>387,620</u>	<b>Future Fiscal Year(s) – Unbudgeted Obligation →</b>		\$ <u>50,220</u>
Is this consistent with the adopted budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
If yes, which Task includes budget authority? <u>N/A</u>				
If no, has the budget amendment been submitted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
CONTRACT MANAGEMENT				
<b>Please mark an "X" next to all that apply:</b>				
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input checked="" type="checkbox"/> Non-Local	<input type="checkbox"/> Local	<input type="checkbox"/> Partly Local
Disadvantaged Business Enterprise: <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: <b>Ty Schuiling</b>			Contract Manager: <b>Andrea Zureick</b>	

Task Manager Signature

Date

*Ty Schuiling*      11/8/06

Chief Financial Officer Signature

Date

Form 28 06/06

Contract Manager Signature

Date

*Andrea Zureick*      11-8-06

**CONTRACT NO. 04-010, AMENDMENT NO. 1**

**BETWEEN**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS**

**AND**

**ALBERT GROVER & ASSOCIATES**

This Amendment No. 1 to SANBAG Contract No. 04-010 is entered into this \_\_\_\_th day of \_\_\_\_\_, 2006, by the firm of Albert Grover and Associates (hereinafter called CONSULTANT) and San Bernardino Associated Governments (hereinafter called SANBAG):

**WITNESSETH:**

WHEREAS, SANBAG, under SANBAG Contract No. 04-010, has engaged the services of CONSULTANT to provide technical services for the Design, Implementation, and Monitoring of the Coordinated Traffic Signal System Program – Tier 2; and

WHEREAS, the parties desire to amend SANBAG Contract No. 04-010 to revise the scope of work and to amend the not to exceed amount established for this contract;

NOW THEREFORE, the parties hereto do mutually agree to amend the Contract No. 04-010 as follows:

1. Amend the contract scope of work to include the intersections listed in Exhibit A, increasing the total number of signals included in the design, implementation, and monitoring of the Tier 2 program from 279 to 322 signals.
2. Amend the contract scope of work to add tasks to provide evaluation and design of central systems and to provide construction support, as defined in Exhibit B.
3. Amend the fee for monitoring from \$60 per intersection per month to \$65 per intersection per month.
4. Amend the authorized compensation to an amount not to exceed \$2,267,840.
5. Except as provided for by this Amendment No. 1, all other provisions of Contract No. 04-010 as amended shall remain in full force and effect.



IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year below written, but effective as of the day and year first set forth above.

**Albert Grover and Associates**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**San Bernardino Associated Governments**

By: \_\_\_\_\_

Dennis Hansberger  
President, SANBAG Board  
of Directors

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_

Jean-Rene Basle  
SANBAG County Counsel

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 7

**Date:** November 15, 2006

**Subject:** Agreement between the State of California Department of Transportation (Caltrans) and the San Bernardino Associated Governments (SANBAG) for funding for Tiers 1 and 2 of the San Bernardino Valley Coordinated Traffic Signal System Program

**Recommendation:**\* Approve Cooperative Agreement C07136 between Caltrans and SANBAG to accept State funds for Tiers 1 and 2 of the San Bernardino Valley Coordinated Traffic Signal System Program in the amount of \$1,500,000, as outlined in the Financial Impact Section.

**Background:** Tiers 1 and 2 of the San Bernardino Valley Coordinated Traffic Signal System Program were defined as one of 26 projects selected to receive State Highway Operations and Protection Program (SHOPP) funds as part of the *GoCalifornia* Immediate, Short-Term Congestion Relief Action Plan. Tiers 1 and 2 were identified as near-term opportunities to provide congestion relief benefits and enhance the State Highway System performance, benefiting the State's most highly congested areas. Projects were selected based on system benefits and the ability to implement within 18 months of selection.

This \$1.5 million contribution to Tiers 1 and 2 will fund Caltrans' permit fees and equipment costs and any cost increases associated with these projects. Any

\*

*Approved*  
*San Bernardino Associated Governments*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

remaining funds will replace federal Congestion Mitigation and Air Quality (CMAQ) funds currently committed to these projects.

**Financial Impact:** This revenue was not anticipated in the Fiscal Year 2006/2007 Budget. After Caltrans' permit fees and equipment costs are deducted from the total, the remainder will be used to cover project cost increases and to replace CMAQ funds currently committed to this project. A Budget amendment will be requested at the time the net revenue available for the Budget is known. TN 70107000.

**Reviewed By:** This item will be reviewed by the Plans and Programs Policy Committee on November 15, 2006. The item has been submitted for review by Counsel.

**Responsible Staff:** Andrea Zureick, Senior Transportation Analyst  
Ty Schuiling, Director of Planning and Programming

**SANBAG Contract No. C07136**

by and between

San Bernardino Associated Governments

and

California Department of Transportation

for

Contribution Cooperative Agreement for Tier 1 and Tier 2

FOR ACCOUNTING PURPOSES ONLY				
<input type="checkbox"/> Payable <input checked="" type="checkbox"/> Receivable	Vendor Contract # <u>8-1313</u> Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment	
Notes: SHOPP Short Term Mobility Project funds for Tiers 1 and 2 of the Valley Coordination Project. Permit fees and Caltrans Material Costs will be deducted from the \$1.5M before payment to SANBAG.				
Original Contract:      \$ <u>1,500,000</u>  Contingency Amount:    \$ _____	Previous Amendments Total:                      \$ _____ Previous Amendments Contingency Total:        \$ _____ Current Amendment:                                      \$ _____ Current Amendment Contingency:                      \$ _____  Contingency Amount requires specific authorization by Task Manager prior to release.			
<b>Contract TOTAL →</b>				<b>\$ <u>1,500,000</u></b>
↓ Please include funding allocation for the original contract or the amendment.				
<u>Task</u>	<u>Cost Code</u>	<u>Funding Sources</u>	<u>Grant ID</u>	<u>Amounts</u>
<u>70107000</u>	_____	_____	_____	\$ <u>TBD - See note above</u>
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
_____	_____	_____	_____	\$ _____
Original Board Approved Contract Date: <u>12/6/06</u> Contract Start: <u>12/6/06</u> Contract End: <u>6/30/14</u> New Amend. Approval (Board) Date: _____    Amend. Start: _____    Amend. End: _____				
<b>If this is a multi-year contract/amendment, please allocate budget authority among approved budget authority and future fiscal year(s)-unbudgeted obligations:</b>				
<b>Approved Budget Authority →</b>	Fiscal Year: <u>06/07</u> \$ <u>TBD</u>	<b>Future Fiscal Year(s) – Unbudgeted Obligation →</b> \$ _____		
Is this consistent with the adopted budget? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, which Task includes budget authority? <u>N/A</u> If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
CONTRACT MANAGEMENT				
<b>Please mark an "X" next to all that apply:</b>				
<input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Non-Local <input type="checkbox"/> Local <input type="checkbox"/> Partly Local				
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input type="checkbox"/> Yes _____ %				
Task Manager: <b>Ty Schuiling</b>			Contract Manager: <b>Andrea Zureick</b>	


11/9/06  
 \_\_\_\_\_  
 Task Manager Signature                      Date


11/7/06  
 \_\_\_\_\_  
 Contract Manager Signature                      Date

\_\_\_\_\_  
 Chief Financial Officer Signature                      Date

08-SBd-Various  
Provide Signal Coordination for  
600 signals parallel and connecting  
To I-10, I-15, SR-30, SR-60,  
SR-66, SR-83, I-215 & SR-330  
EA 0H780  
District Agreement No. 8-1313

## **CONTRIBUTION COOPERATIVE AGREEMENT**

This AGREEMENT, entered effective into on \_\_\_\_\_, 2006, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO ASSOCIATED  
GOVERNMENTS, a public entity  
referred to herein as "SANBAG."

### **RECITALS**

1. STATE and SANBAG, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to State Highways within the County of San Bernardino.
2. SANBAG contemplates signal coordination of approximately six hundred (600) signals at various locations from the Los Angeles County Line to the City of Redlands along approximately two hundred (200) miles of major arterials parallel to and connecting to the Interstates 10, 15, and 215 and State Routes 30, 60, 66, 83, and 330, referred to herein as "PROJECT."
3. STATE desires to contribute \$1,500,000 as part of the GoCalifornia Immediate, Short-Term Congestion Relief Action Plan to participate in SANBAG's construction of PROJECT.
4. The parties hereto intend to define herein the terms and conditions under which PROJECT is to be partially financed by this contribution.

**SECTION I**

**SANBAG AGREES:**

1. To undertake and complete PROJECT.
2. To submit an initial billing in the amount of \$1,500,000 less actual cost of State Furnished Materials to STATE upon execution of this Agreement. Said final payment figure represents the lump sum total amount of STATE's agreed to contribution toward the cost of work.
3. To construct PROJECT by contract in accordance with plans and specifications of SANBAG.

**SECTION II**

**STATE AGREES:**

1. To deposit with SANBAG within twenty-five (25) days of receipt of billing therefore, the amount of \$1,500,000 less actual cost of State Furnished Materials, which figure represents the lump sum total amount of STATE's agreed to contribution toward the cost of work to be performed by SANBAG.

**SECTION III**

**IT IS MUTUALLY AGREED:**

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority, and the allocation of funds by the California Transportation Commission.
2. Upon completion of all work under this Agreement, ownership and title to all materials, equipment, and appurtenances installed within STATE's right of way as part of the State Highway will automatically be vested in STATE and no further agreement will be necessary to transfer ownership to STATE.
3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by SANBAG under or in connection with any work, authority or jurisdiction conferred upon SANBAG and arising under this Agreement. It is understood and agreed that SANBAG shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under,

including, but not limited to, tortious, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by SANBAG under this Agreement.

4. This Agreement shall terminate upon completion and acceptance of the construction contract for PROJECT by SANBAG and upon final payment to SANBAG by STATE or on June 30, 2014, whichever is earlier in time.


SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

WILL KEMPTON  
Director

By: \_\_\_\_\_  
MICHAEL A. PEROVICH  
District 08 Director

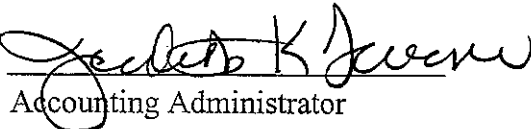
APPROVED AS TO FORM AND  
PROCEDURE:

By:  \_\_\_\_\_  
Attorney,  
Department of Transportation

CERTIFIED AS TO FUNDS:

By: \_\_\_\_\_  
District Budget Manager

CERTIFIED AS TO FINANCIAL  
TERMS AND POLICIES:

By:  \_\_\_\_\_  
Accounting Administrator

SAN BERNARDINO ASSOCIATED  
GOVERNMENTS

By: \_\_\_\_\_  
DENNIS HANSBERGER  
Board of Directors

Attest: \_\_\_\_\_  
VICKI WATSON  
Board Secretary

APPROVED AS TO FORM AND  
PROCEDURE:

By: \_\_\_\_\_  
SANBAG's Counsel



- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 8

**Date:** November 15, 2006

**Subject:** Annual Determination of Local Government Conformance to the Congestion Management Program (CMP)

**Recommendation:** \*

- 1) Approve annual determination of conformance with the CMP for local governments within San Bernardino County pursuant to California Government Code Section 65089.3.
- 2) Should it be necessary, notice and hold a public hearing at the December 6 Board of Directors meeting for a finding of non-conformance for local jurisdictions out of compliance with the CMP.

**Background:** Government Code Section 65089.3 requires Congestion Management Agencies to monitor implementation of all elements of the congestion management program. Annually, the agency shall determine if the county and the cities are conforming to the CMP, including, but not limited to, the following:

- (1) Consistency with levels of service and performance standards, except as provided in subdivisions (b) and (c).
- (2) Adoption and implementation of a program to analyze the impacts of land use decisions, including the estimate of the costs associated with mitigating these impacts.

\*

*Approved*  
*Plans and Programs Policy Committee*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

All jurisdictions are in conformance with the CMP Monitoring and the traffic impact analysis requirements of the CMP, consistent with paragraph (1) above. Several jurisdictions have been requested to make adjustments to their monitoring materials submitted to the Congestion Management Agency (CMA), and the adjustments are forthcoming.

In November 2005, the Board of Directors amended the CMP to require local jurisdictions to implement a development mitigation program that generates the minimum fair share development mitigation requirements identified in the Nexus Study (Appendix K of the CMP) as a means of complying with the land use-transportation program of the CMP. The adoption, maintenance and reporting of a development mitigation program is a condition of compliance with the CMP as identified in paragraph (2) above.

As of early-November, ten jurisdictions have fully compliant development mitigation programs, and four additional jurisdictions have "conditionally compliant" programs. Conditionally compliant means that the jurisdiction must take one or more "cleanup" items to their city councils for approval within approximately one month following the November 2 due date. The compliant programs currently include:

1. City of Chino
2. City of Chino Hills
3. City of Colton
4. City of Fontana (conditional)
5. City of Grand Terrace
6. City of Hesperia (conditional)
7. City of Highland
8. City of Montclair
9. City of Ontario (conditional)
10. City of Rancho Cucamonga
11. City of San Bernardino
12. City of Upland
13. City of Victorville (conditional)
14. City of Yucaipa

The status of the other programs is as follows:

**Adelanto**—The City is taking their fees to Council on October 25, 2006 for the first reading. The second reading of the fee plan will occur November 14.

**Apple Valley**—Adopted impact fees in May 2005. SANBAG staff has reviewed the program and has provided the Town with a list of items that need to be corrected prior to the program being certifiable. Town staff took an information item before its Council at the October 24 meeting and the Town has scheduled a public hearing to adopt the necessary corrections at its November 14 meeting.

**Loma Linda**— SANBAG staff has reviewed and commented on the draft material. City staff intends on taking the fee program for approval by its Council at the November 14 meeting.

**Redlands**—SANBAG staff has reviewed draft materials. The City will take their program before Council for its first reading on December 5. The second reading is scheduled for December 19, at which time the fees are anticipated to be adopted.

**Rialto**—SANBAG staff has reviewed and commented on the draft material. City staff presented an initial report on the fee program to Council on October 17 and intends to take the fees before Council for adoption in late November.

**San Bernardino County**—County staff intends to take their program before the Board of Supervisors for the first reading and public hearing on November 28 and to the Board of Supervisors for the second public hearing and adoption on December 5.

Chapter 1 of the CMP references relevant State law regarding a finding of nonconformance and provides the process for withholding Section 2105 gas tax dollars. The “agency” in State law refers in this case to SANBAG as the designated CMA. Chapter 1 states,

- “(a) If the agency determines, following a noticed public hearing, that a city or county is not conforming with the requirements of the congestion management program, the agency shall notify the city or county in writing of the specific areas of nonconformance. If, within 90 days of the receipt of the written notice of nonconformance, the city or county has not come into conformance with the congestion management program, the governing body of the agency shall make a finding of nonconformance and shall submit the finding to the commission and to the Controller.
- (b) (1) Upon receiving notice from the agency of nonconformance, the Controller shall withhold apportionments of funds required to be

apportioned to that nonconforming city or county by Section 2105 of the Streets and Highways Code.

(2) If, within the 12-month period following the receipt of a notice of nonconformance, the Controller is notified by the agency that the city or county is in conformance, the Controller shall allocate the apportionments withheld pursuant to this section to the city or county.

(3) If the Controller is not notified by the agency that the city or county is in conformance pursuant to paragraph (2), the Controller shall allocate the apportionments withheld pursuant to this section to the agency.

- (c) The agency shall use funds apportioned under this section for projects of regional significance which are included in the capital improvement program required by paragraph (5) of subdivision (b) of Section 65089, or in a deficiency plan which has been adopted by the agency. The agency shall not use these funds for administration or planning purposes."

Staff is working diligently with local jurisdiction staffs to maximize the likelihood of compliance on the part of all the local jurisdictions, within the bounds of the language of the Measure I 2010-2040 ordinance. Most of the remaining jurisdictions are working to adopt their development mitigation programs prior to the December 6, 2006 meeting of the Board of Directors. As the list of compliant programs changes prior to the December Board of Directors meeting, revised material will be provided. Jurisdictions that do not have compliant development mitigation programs adopted by their city councils by the December 6 Board meeting will be referenced as out of conformance with the CMP at the public hearing to be held on December 6. The excellent work of all the jurisdictions in proceeding with their development mitigation programs should be acknowledged. Even those that have not fully complied with the program as yet have been making good faith efforts to do so, and SANBAG staff does not expect that the State Controller will need to be contacted to withhold gas tax dollars for any of the jurisdictions.

**Financial Impact:** This item is consistent with the adopted FY 2006-2007 budget. TN20307000. The development mitigation program is an essential element of the funding estimates contained in the Expenditure Plan for Measure I 2010-2040.

**Reviewed By:** This item is scheduled for review at the Plans and Programs Committee on November 15, 2006.

PPC0611C-RPG.DOC  
20307000

Plans and Programs Agenda Item  
November 15, 2006  
Page 5 of 5

***Responsible Staff:*** Ryan Graham, Transportation Planning Specialist  
Steve Smith, Principal Transportation Analyst  
Ty Schuiling, Director of Planning and Programming

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 9

**Date:** November 15, 2006

**Subject:** Measure I 2010-2040 Strategic Plan Policy Issues

**Recommendation:**\* Review and discuss white paper issues for furtherance of the Strategic Plan.

**Background:** The SANBAG Board of Directors approved working project cost factors and revenue projections on August 2, 2006. Because consideration of the Project Advancement element of the Measure I Strategic Plan Scope of Work was addressed separately, the next steps in strategic plan development are:

- 1) Development of project prioritization policies and procedures,
- 2) Evaluation of the need for and benefit of "frontloading" or advancing funding for selected programs through inter-program borrowing,
- 3) Further definition of the relationship of fair share development contributions to the fund allocation process, and
- 4) Definition of project development and delivery responsibilities for freeway interchange, major roadway, and grade separation projects.

\*

*Approved*  
*Plans and Programs Policy Committee*

*Date:* \_\_\_\_\_

*Moved:* \_\_\_\_\_ *Second:* \_\_\_\_\_

*In Favor:* \_\_\_\_\_ *Opposed:* \_\_\_\_\_ *Abstained:* \_\_\_\_\_

*Witnessed:* \_\_\_\_\_

White papers are attached on Measure I 2010-2040 Programs including:

- the Cajon Pass Program,
- the Victor Valley Major Local Projects Program,
- the Rural Mountain/Desert Major Local Projects Program
- the Valley Freeway Program
- the Valley Freeway Interchange Program
- the Valley Major Streets Program
- the Valley Metrolink/Rail Program
- the Valley Express Bus/Bus Rapid Transit Program
- Bond Financing Debt Capacity
- Inter-Program Issues
- Legislative Issues

that identify major technical and policy issues within each program associated with these elements of the scope of work, and alternative strategies to address them for detailed consideration by the policy committee with purview over each program. In addition, staff has developed white papers to address inter-programmatic issues (issues that affect multiple programs or may cause one program to affect others) that do not fit neatly into discussion of any one program, and Legislative issues that may affect or contribute to the success of the program.

Staff provided copies of all white papers to the membership of each committee and the Board of Directors as a whole for the October meetings.

Additional issues raised at primarily the Administrative and Major Projects committee meetings included the following:

1. Is there a point at which we should go back to the voters for an additional increment of sales tax revenue for transportation, rather than cutting projects?
2. Should we review/establish SANBAG policy related to project enhancements vs original scopes of projects to insure that the projects constructed first do not consume funds required for projects to be constructed later?
3. With current escalation of construction costs, should we develop a spend down strategy that analyzes the cost of bonding vs the cost of delayed construction?

4. What are the potential opportunities and challenges related to Public/Private partnerships for SANBAG projects.
5. Should SANBAG be "doing the heavy lifting" related to development mitigation rather than each jurisdiction fighting the battle independently?
6. Will there be sufficient funding to meet all of the needed local and arterial road improvements with the new Measure?
7. Can SANBAG orchestrate a regional lobbying strategy that utilizes the skills and relationships of its elected officials to lobby for federal and State funding to mitigate the impacts of goods movement in San Bernardino County? Can SANBAG develop a fact sheet on the local costs to San Bernardino County related to mitigation of goods movement impacts?

These questions and issues were a subject of some discussion at the October Plans and Programs Committee. Also presented at the Plans and Programs Committee was a preliminary reassessment of the levels of state and federal funding that were assumed to be available during 2010-2040 to contribute to delivery of the Measure I 2010-2040 programs. Assuming protection of Proposition 42 funds and various estimates of state and federal transportation revenue growth, the amount originally assumed in the Expenditure Plan, \$1.1 billion, could be increased by \$1.4 billion to \$3.0 billion. It is expected that these additional funds, like those previously assumed to be available, would be directed primarily to freeway and freeway interchange projects throughout the county, and could contribute significantly toward closing the previously-discussed funding gap created by the rapid cost escalation experienced during the 2003-2005 period. Receipt of state and federal funds in those amounts, however, will require vigilance and leadership on SANBAG's part.

Due to the extent of discussions of the issues and white papers at the Policy committee meetings in October, the discussions have been scheduled to continue at the November Policy committee meetings. Based on the white papers, staff will attempt to frame the issues on which policy direction is required and suggest policy alternatives. Ultimately, each committee will be asked to develop recommendations on the programs or issues within its purview. Staff proposes to then return to the Plans and Programs Committee for continued discussion and policy development on the complete spectrum of issues, with consideration of the input by the policy committees responsible for the various individual programs.



The next workshop will be scheduled as appropriate to consider recommended approaches to the policy issues outlined above and discussed within the white papers. Members of the Board of Directors with interest in a particular program but not on the policy committee with purview over that program are encouraged to attend the committee meetings in an unofficial capacity.

***Financial Impact:*** This item is consistent with the approved Fiscal Year 2006-2007 Budget.

***Reviewed By:*** This item will be reviewed by the Administrative Committee on November 8, the Major Projects Committee on November 9, the Plans and Programs Committee on November 15, the Commuter Rail Committee on November 16, and the Mountain-Desert Committee on November 17, 2006.

***Responsible Staff:*** Ty Schuiling, Director of Planning and Programming  
Darren Kettle, Director of Freeway Construction  
Deborah Barmack, Director of Management Services  
Mike Bair, Director of Transit and Rail Programs  
Terry McGuire, Chief Financial Officer

**Name of Program:** Cajon Pass Program

**Brief description:** Measure I 2010-2040 requires that three percent (3%) of the revenue generated in the San Bernardino Valley Subarea and the Victor Valley Subarea be reserved in advance of other allocations for the Cajon Pass Account for funding of the I-15/I-215 Interchange in Devore, I-15 widening through Cajon Pass, and truck lane development. Cajon Pass serves as the major transportation corridor connecting the two urbanized areas within San Bernardino County and is in need of the identified improvements. These improvements are critical components to intra-county travel for residents of both the Victor Valley and San Bernardino Valley.

**Technical issues:**

In February 2006 the Board of Directors approved the final report for the Interstate 15 Comprehensive Corridor Study. The Study contemplated major transportation investments along the I-15 Corridor from SR 60 to D Street in northern Victorville. Included in the final report were recommendations to proceed with further analysis on two alternatives, dedicated tolled truck lanes and managed (moveable barrier) tolled auto lanes. The I-15 Corridor Study limits extend well beyond the limits of the Cajon Pass Program, the limits of the Cajon Pass program extend from the I-15/I-215 Devore Interchange to Cajon Summit, thus requiring consideration of how the Cajon Pass program fits within the overall I-15 Corridor program.

As part of the Board action approving the final report SANBAG staff was directed to investigate financing options to accelerate one component that was included in both the I-15 Corridor study and is eligible for funding from the Cajon Pass Program, that project being the reconstruction and realignment of the I-15/I-215 Devore Interchange. In August 2006 the Board approved in concept loaning current Valley Major Project funds to the future Cajon Pass program in order to fund project development activities for this project. Staff anticipates requesting the Board to authorize releasing a Request for Qualifications (RFQ) for Preliminary Engineering and Environmental Document development by the end of 2006 with project development work expected to commence in early 2007.

The most glaring technical issue facing the Cajon Pass program is the issue of available funding versus project cost. The Cajon Pass Program as originally proposed to County voters estimated a total Measure I fund availability of \$170 million and State and Federal revenues of \$60 million for a total of \$230 million. Recent estimates for the I-15/I-215 Devore Interchange project exceed \$200 million alone and the current estimate to for an additional lane in both directions on the I-15 through the Cajon Pass is \$ 270 million.

**Policy considerations and alternatives:**

- 1) *Project Acceleration* – The Board has approved loaning funds between the two Measures in order to continue progress on project development activities for the I-15/I-215 Devore Interchange identified in Cajon Pass program. This action will allow preliminary engineering and environmental clearance activities to proceed in advance of new Measure I revenues being available. Design-Build procurement is another tool that could be used to accelerate the Devore Interchange project. The Board's adopted Legislative Program supports the use of Design-Build procurement for transportation projects but a change in state law will be required to allow for Design-Build for freeway projects.
- 2) *Linkages to the Valley Freeway Program and Victor Valley Major Projects Program* – The I-15 Comprehensive Corridor Study clearly shows that while the Cajon Pass projects are necessary to relieve congestion on this major corridor, additional freeway lane capacity will also be required on the I-15 from SR 60 to the Devore Interchanges (a project identified in the Valley Freeway program) and from Cajon Summit to D Street in north Victorville (a project identified in the Victor Valley Major Projects Program). Any discussion that takes place relative to the I-15 freeway mainline improvements through the Cajon Pass must be done in conjunction with the overall I-15 Corridor.
- 3) *Funding availability* – In September 2006 the Board approved a revised Measure I 2010-2040 revenue estimate of \$8 billion, up from \$6 billion in 2004. Based on the revised revenue estimate,

the Cajon Pass Program could anticipate approximately \$225 million or little less than half of the funding need for the construction of the two major Cajon Pass freeway projects. While \$70 million of state and federal funds were initially identified for Cajon Pass Projects, clearly it will be necessary to more aggressively pursue state and federal transportation funds should traditional funding sources (ie., gas taxes, Proposition 42) be the only other funding sources besides Measure I.

Public Private Partnerships may also be a viable alternative to fund the shortfalls in the Cajon Pass program and other Interstate 15 corridor projects. For example, SANBAG and Caltrans might consider proceeding with a Managed Lane Concept that includes a moveable barrier and a total of three new freeway lanes with tolls being charged to use the Managed lanes on the I-15 Corridor from SR 60 to D Street in North Victorville. A project such as this with high volume of traffic on a major freeway corridor are getting more and more attention from the private sector as the economics "pencil out" on a long term investment. An additional benefit of public private partnerships is that they often involve a substantial concession fee that can be used to fund other transportation projects.

**Recommendations:** To be developed through committee discussion.

**Responsible Staff:** Darren Kettle, Director of Freeway Construction

**Name of Program:** Victor Valley Major Local Highway Projects

**Brief Description:** In the Mountain/Desert subareas, 70% of revenue generated is preserved for Local Street Projects. The Measure I Expenditure Plan for each Mountain/Desert subarea specifies that 25% of Measure I revenues collected in each subarea be set aside for Major Local Highway Projects. Eligible projects for the Major Local Highway Projects category include "major streets and highways serving as primary routes of travel within the subarea, which may include State highways and freeways." The Plan also states that these funds can be used to "leverage other State and Federal funds . . . and to perform advance planning/project reports."

**Technical issues:** The Measure I Expenditure Plan estimated that the total amount of funds collected in the Victor Valley Major Local Highway Projects category over the thirty year period would be \$213m. Although this amount is considerably higher than other Mountain/Desert Subareas, the magnitude of transportation needs and cost of major facility construction render this amount woefully insufficient. Revised revenue estimates by subarea are under development and will provide an improved estimate of available revenue throughout the term of the Measure. Although Victor Valley revenue is expected to increase, it is doubtful that the imbalance between needs and available funding will be changed.

In the Victor Valley subarea, it was never anticipated that the Major Local Highway Projects category would fully fund any projects. Although projects were named in the Measure, the named projects were examples of major projects which were easily identified as priorities at the time the Measure was drafted. The projects listed were examples and not intended to represent a comprehensive list for this category. Language in the Expenditure Plan specifically stated these funds would be used as **"Contributions to Projects, including but not limited to:"**

The Expenditure Plan also contained an estimate of \$39m in State and Federal funds which would be available to the Victor Valley subarea. This estimate, however, cannot be relied upon considering the shortcomings of transportation funding at both the State and Federal level.

The Victor Valley is distinctly different from other Mountain/Desert subareas in two specific ways. The incorporated areas and surrounding county areas were included in the SANBAG Nexus Study which requires a fair share contribution by new development to transportation projects. It is also distinctively different in that there are two new major freeway corridors proposed in the subareas; i.e., High Desert Corridor (E-220) estimated to cost \$640m and US-395 estimated to cost \$670m.

The Nexus Study for the Victor Valley indicates the following cost and fair share contributions from new development in the Victor Valley:

Improvement Category	Total Cost	Development Contribution*
High Desert Corridor (E-220)	\$ 640m	\$ 0
US-395	\$ 670m	\$ 0
SR-138 West	\$ 81m	\$ 0
I-15 Widening	\$ 398m	\$ 0
Interchanges	\$ 268m	\$ 146m
Arterials	\$ 586m	\$ 294m
Grade Separations	\$ 32m	\$ 8m

\*Amounts include 2006 cost escalation factor of 12.9%)

Due to the lack of specifically identified projects and the vagaries of the amount of "contributions" from the Major Local Highway Projects category, project prioritization and allocations from the Major Local Highway Projects category are left to future policy determinations.

**Policy Considerations and alternatives:**

Considering the limited financial resources in the Major Local Highway Projects category, a number of policy decisions will be required in establishing principles for allocation of funds in the Victor Valley. Some of the policy considerations are:

- 1) *What criteria should be used to establish eligibility for allocation of funds from the Major Local Highway Projects category? (State highway improvements only? Arterials spanning multiple jurisdictions? Projects which can demonstrate improved performance of general traffic circulation throughout the subarea? Project readiness?)*
- 2) *Should the allocation of funds from Major Local Highway Projects be limited to new corridors, State Highways, and interchanges only? (Approximately 70% of revenue collected in the Victor Valley is available for local streets and arterials. Considering the tremendous need for major highway investment, use of Major Local Highway Project funds to new corridors, State highways, and interchanges may be prudent.)*
- 3) *Should a percentage of funds be set aside for corridor preservation, which would provide a source of local funding for early acquisition and preservation of parcels which may become available along the new corridor alignments?*
- 4) *How are the limited funds in Major Local Highway Projects category allocated? (Full funding of projects on first-ready, first build basis? Percentage of project by phase? Percentage of construction only? Maximum amount per project? Percentage of funds generated on annual basis? Reservation of funds for limited number of specifically identified projects? Allocation based upon amount of additional funds leveraged? Allocation based upon performance measurements and/or assessment of benefit to all jurisdictions within the subarea?)*
- 5) *Is there an expectation that jurisdictions will allocate a portion of Local Street Project funds for project development or as partial funding to be combined with Major Local Highway Projects for project construction?*
- 6) *Should development mitigation be considered in allocation of Major Local Highway Projects? (Are there any special consideration of Development Mitigation contributions in the Victor Valley?)*
- 7) *What special provisions, if any, should be made to allow for areas outside the Nexus Study boundaries to compete for allocations of Major Local Highway Projects? (Projects such as SR-138, SR-2, SR-18 Lucerne.)*

**Recommendation:** To be developed through committee discussion.

**Responsible Staff:** Deborah Barmack, Director of Management Services

**Name of Program:** Rural Mountain/Desert Major Local Highway Projects

**Brief Description:** In the rural Mountain/Desert subareas, the overriding principle was that the highest transportation need and priority were in local street improvements. This is demonstrated by the 70% of revenue categorized for this purpose. The Measure I Expenditure Plan for each of the Mountain/Desert subareas also includes a category of funding for Major Local Highway Projects. (The issues related to this category of funding in the Victor Valley are substantially different and are addressed in a separate issue paper.) The Major Local Highway Projects category receives of 25% of Measure I revenues collected in each subarea. Eligible projects for this category of funds include "major streets and highways serving as primary routes of travel within the subarea, which may include State highways and freeways." The Plan also states that these funds can be used to "leverage other State and Federal funds . . . and to perform advance planning/project reports."

**Technical issues:** The total amount of funds collected in this category over the thirty year period is relatively small compared to the cost of construction for major highway improvements; i.e.; North Desert \$24m, Mountains \$30m, Morongo Basin \$31m; and Colorado River \$15m. Revised revenue estimates by subarea are under development. However, it is safe to say that anticipated revenue in this category may be in the neighborhood of \$1m a year or less.

Due to the vast areas and many miles of major local highways in these subareas areas, it was never anticipated that these funds would fully fund any project/s. Although projects were named in the Measure, the named projects were examples of major projects which were easily identified as priorities at the time the Measure was drafted. The project lists were not intended to provide a specific project list for the term of the Measure. Language in the Expenditure Plan specifically stated these funds would be used as **"Contributions to Projects, including but not limited to:"**

Estimates of an amount of State and Federal funds available to each subarea were included in the Expenditure Plan. These estimates, however, cannot be relied upon considering the shortcomings of transportation funding at both the State and Federal level.

Due to the lack of specifically identified projects and the vagaries of the amount of "contributions" from the Major Local Highway Projects category, project prioritization and allocations from the Major Local Highway Projects category are left to future policy determinations.

**Policy Considerations and alternatives:**

Considering the limited financial resources in the Major Local Highway Projects category, a number of policy decisions will be required in establishing principles for allocation of funds. It is possible that some criteria could be established which apply to all Rural Mountain/Desert subareas. However, it is certain that representatives of each subareas will be required to establish allocation principles which best fit the needs of their each subarea. Some of the policy considerations are:

- 1) *What criteria should be used to establish eligibility for allocation of funds from the Major Local Highway Projects category? (State highway improvements only? Arterials spanning multiple jurisdictions? Projects which can demonstrate improved performance of general traffic circulation throughout the subarea? Project readiness?)*
- 2) *How are the limited funds in Major Local Highway Projects category allocated? (Full funding of projects on first-ready, first build basis? Percentage of project by phase? Percentage of construction only? Maximum amount per project? Percentage of funds generated on annual basis? Reservation of funds for limited number of specifically identified projects? Allocation based upon amount of additional funds leveraged? Allocation based upon performance measurements and/or assessment of benefit to all jurisdictions within the subarea?)*

- 3) *Is there an expectation that jurisdictions will allocate a portion of Local Street Project funds for project development or as partial funding to be combined with Major Local Highway Projects for project construction?*
- 4) *Should development mitigation be considered in allocation of Major Local Highway Projects? (Although none of the subareas in the Mountain/Desert area except the Victor Valley, were included in the SANBAG Nexus Study, most jurisdictions in the rural Mountain/Desert subareas are considering or have established development mitigation programs. How these programs should or should not be linked to the allocation of Major Local Highway Project funds needs to be established.)*

**Recommendation:** To be developed through committee discussion.

**Responsible Staff:** Deborah Barmack, Director of Management Services

**Name of Program:** Valley Freeway Program

**Brief description:** Measure I 2010-2040 requires 29% of revenue collected in the San Bernardino Valley Subarea fund freeway projects within the San Bernardino Valley Subarea. Projects to be constructed with Freeway Projects funds include the widening of the following freeways:

- I-10 HOV – Milliken Avenue to Riverside County Line
- I-15 – Riverside County Line to I-215
- I-215 – Riverside County Line to I-10
- I-215 – SR 210 to I-15
- SR 210 – I-215 to I-10
- HOV Connectors

*Note: The Interstate 215 project through San Bernardino and Interstate 10 Westbound Lane addition down the Yucaipa grade is expected to be fully funded from current Measure I funds.*

**Technical issues:**

- 1) *Project Initiation Documents* – With the exception of the I-215 widening north of the SR 210 interchange and the HOV connectors, all of the projects listed above have had some level of project development work underway.
- 2) *Preliminary Engineering* – Preliminary engineering (the effort required to get a project to 30% design) is underway on the I-215 widening between Riverside County Line and I-10. The Board has conceptually approved proceeding with preliminary engineering for the I-10 widening.
- 3) *Environmental Clearances* – Work is underway on the Environmental Impact Report/Statement for the I-215 widening between Riverside County Line and I-10. The preliminary Project Study Report for the I-10 HOV projects prepared by Caltrans suggests that a Categorical Exception/Exclusion with studies will be the required environmental document. Various levels of environmental analysis will be necessary for all projects identified above with timeframes ranging from 2-6+ years.
- 4) *Final Design* – SANBAG or Caltrans – In the past 5 years or so the SANBAG Board has encouraged staff to pursue lead agency status for the purpose of final design of major freeway projects. It is assumed that this will continue as SANBAG's preferred approach for design activities. It is anticipated that SANBAG will continue to use engineering/design consultants rather than increasing internal staffing to perform this work.
- 5) *Unknowns of project complexity until preliminary engineering/environmental is underway* – The preliminary engineering phase of project development includes a variety of studies, the results of which lead to an ultimate project scope. Studies such as geotechnical/seismic, noise, traffic/system operations, endangered species, right of way, historic properties etc., are necessary element of project development but until these studies are complete it is difficult to truly scope the projects and the total costs associated with the projects.

**Policy considerations and alternatives:**

- 1) *Project Acceleration* – The Board has approved loaning of funds between the two Measures in order to continue progress on project development activities for the I-10 HOV Project identified in Measure I 2010-2040. This action will allow preliminary engineering and environmental clearance activities to proceed in advance of new Measure I revenues being available. The Board's adopted Legislative Program supports the use of Design-Build procurement for transportation projects but a change in state law will be required to allow for Design-Build for freeway projects.
- 2) *Linkages to Valley Freeway Interchange Program* – A number of Valley Freeway Projects will require either early or concurrent construction of antiquated and heavily congested local freeway interchanges. Given the limited resources available and the potential of over a \$1 Billion of



freeway construction in the first decade of the new Measure, it may be necessary to require freeway interchange project funds be made available first to those projects that affect mainline freeway construction

- 3) *Funding availability* – Due to a variety of factors the estimated projects costs for all the major freeway projects have more than doubled. While revenue projections have also increased, revenues still fall far short of what is necessary to fund the construction of all the projects listed above using "traditional" sources. Public-Private Partnerships, a relatively new concept in the United States that typically include some sort of tolling component and concession arrangement, have become an accepted alternative to fund and deliver major freeway capacity projects. A potential candidate corridor for this concept would be the Interstate 15 from the Riverside County Line to Cajon Summit or potentially through the Victor Valley either through a managed lane concept or a dedicated tolled truck lane.

A related policy question is that should SANBAG want to proceed with \$1 Billion worth of Freeway construction in the first decade of the new Measure, it will be necessary to utilize some form of long-term financing. The fundamental issues between long-term financing vs. pay as you go are twofold. First, by constructing the project earlier using bond proceeds, there is a high probability that the project will cost less than it would a number of years later under a "pay as you go" approach. Second, there is a value to the region, be it be it a quality of life value, a reduction in vehicle hours of delay, or air quality benefits, by advancing the project through the use long-term financing. A separate issue paper focusing on long-term financing more thoroughly frames the policy debate in this area.

Another concept to consider is a loan program between Measure categories similar to what was used in the current measure where Valley Major Projects funds that were not yet necessary to fund projects were available to "loan" to the commuter rail program to meet early 1990's needs for the Metrolink system. The commuter rail program has been repaying the Major Projects program and will fulfill its' repayment obligation before the sunset of the current measure. Obviously, this concept only works if a major program category does not require a timely use of available funds.

- 4) *System sequencing* – Given the nature of congestion in the Valley region of the County a substantive argument could be made that nearly all of the projects listed above are necessary now or within the next few years. SANBAG has generally used project readiness and funding availability as the determining factors for project delivery. While these two factors should remain elements of the policy decision-making process a third component should be considered which is how does the overall freeway system perform when certain improvements are made. SANBAG staff is currently developing capabilities that will graphically illustrate system performance that may assist the Board in making project prioritization decisions.

**Recommendations:** To be developed through committee discussion.

**Responsible Staff:** Darren Kettle, Director of Freeway Construction

**Name of Program:** Freeway Interchange Projects

**Brief description:** Measure I 2010-2040 requires 11% of revenue collected in the Valley Subarea shall fund Freeway Interchange Projects. There are 31 Freeway Interchange Projects identified in the Measure and language intended to allow for additional interchange projects to be funded from this category. Language is also included in the Measure requiring equitable geographic distribution of projects be taken into account over the life of the program.

**Technical issues:**

The technical issues associated with the freeway interchange program will vary from interchange to interchange. In nearly all instances environmental clearances will likely require the preparation of an Initial Study/Environmental Assessment, a process that currently take an average of 2-3 years. As the interchange projects have direct interface with the freeway system both Caltrans and in most cases the Federal Highway Administration, will have a substantial role in all phases of the project.

There are two programmatic fundamental technical/structural questions that will affect the freeway interchange program that will only be answered through healthy policy debate and the two may very well be in conflict given the reality of the overall funding picture for freeway interchange projects. **First**, Measure I 2010-2040 requires a development contribution to freeway interchange projects and it has not yet been determined when SANBAG would be required to make Measure I Interchange program funds available to a project. **Second**, and potentially in conflict with the easy answers to the first question is how the Interchange program and Valley Freeway Program interface particularly if mainline freeway project acceleration remains a policy priority.

**Policy considerations and alternatives:**

- 1) *Project Acceleration* – The Board has approved loaning funds between the two Measures in order to continue progress on project development activities for the I-10 HOV Project identified in Measure I 2010-2040. This action will allow preliminary engineering and environmental clearance activities to proceed in advance of new Measure I revenues being available. Additionally, to maintain an accelerated schedule, several of the freeway interchange reconstructions must be complete before construction of the mainline HOV project commences. Recent actions by the United State Fish and Wildlife Service have cleared the substantial hurdle of addressing endangered species issues along this corridor so long as mitigation (habitat) is purchased. In general for freeway interchange projects to be delivered in an accelerated fashion design-build procurement may be a viable option. The Board's adopted Legislative Program supports the use of Design-Build procurement for transportation projects but a change in state law will be required to allow for Design-Build for freeway projects.
- 2) *Linkages to Valley Freeway Program* – A number of Valley Freeway Projects will require either early or concurrent construction of antiquated and heavily congested local freeway interchanges. Given the limited resources available and the potential of over a \$1 Billion of freeway construction in the first decade of the new Measure, it may be necessary to require freeway interchange project funds be made available first to those projects that affect mainline freeway construction.
- 3) *Funding availability* – Freeway interchange reconstructions are predominately funded from two sources; Measure I and Development impact fees as determined by the SANBAG Nexus Study program. The gap between projected revenues and estimated projects costs, while not as significant as that of the Valley Freeway program, is still substantial. More complicated perhaps than the potential gap in funding is the likelihood that local jurisdictions will have their local/developer contribution available and it will be incumbent upon SANBAG to make available the Measure I share to the project. This will likely lead to the policy discussion of whether long term financing should also be used for Freeway Interchanges and may shape how the Board might prioritize funding for interchanges vis-à-vis' the desire to accelerate mainline freeway projects.

**Recommendation:** To be developed through committee discussion.

**Responsible Staff:** Darren Kettle, Director of Freeway Construction

**Name of Program:** Valley Major Streets Program**Brief Description**

The Measure I 2010-2040 Expenditure Plan defines eligible Major Streets program projects as "congestion relief and safety improvements to major streets that connect communities, serve major destinations, and provide freeway access." Funding from this program "shall be expended pursuant to a five-year project list to be annually adopted" by SANBAG "after being made available for public review and comment. Funding priorities are improving roadway safety, relieving congestion, street improvements at rail crossings, and shall take into account equitable geographic distribution over the life of the program. Pursuant to Section VIII of the Measure I 2010-2040 Ordinance and the Board-approved Congestion Management Program, eligibility to receive funding from this program is also limited to those major street projects and street improvements at railway crossings for which fair share contributions have been calculated through SANBAG's approved Nexus Study.

**Technical issues**

The Measure I Valley Major Streets Program is to be funded by a combination of Measure I, federal, and fair share mitigation funds (opportunities, constraints, linkage with other programs). The Measure I share of total funding will initially be 20% of Valley revenue, but will be reduced to 17% or less after ten years commensurate with increased funding for the Express Bus/Bus Rapid Transit Service Program. Estimated Measure I revenues (based on \$8 billion total revenue) are \$1.079 billion. In addition, the Measure I 2010-2040 Expenditure Plan identifies \$82 million in state and federal funds and \$444 million in contributions from new development to fund this program. The updated Nexus Study fair share contribution for these projects is \$616 million, for an estimated available revenue total of \$1.777 billion. The updated cost of the eligible projects is \$1.798 billion, for a small programmatic shortfall of \$21 million. Annual Measure I revenue generation is projected to increase from about \$24 million in the first years to about \$58 million by 2040. Linkages between the eligible arterials and freeway interchanges may mean that the timing of projects funded through this programs may be affected by timing of projects funded through the Interchange Program.

**Policy considerations and alternatives**

- 1) "Frontloading" (borrowing from one or more other funding programs to advance projects in another programmatic category, with later repayment to the lender programs) of this or other programs may be deemed desirable by the Board of Directors and member jurisdictions. Current discussion suggests that other programs such as Valley freeways, interchanges, or rail are more likely candidates for frontloading than Major Streets, in which case Major Streets could become a donor program in the early years of the Measure. It appears likely, however, that some Valley jurisdictions consider the Major Street program to be more important in the near term than freeway improvements:
  - Option 1: No inter-program loans; all funds maintained for early delivery major street and grade separation projects.
  - Option 2: Cap loans to other programs at a level that permits limited delivery of major street and grade separation projects from the outset of the program.
  - Option 3: Unlimited loans to other programs with provision for later payback.
- 2) Selected grade separations may deserve priority over most arterial street improvements, but are also more likely to attract funding from sources not contemplated in the Expenditure Plan. They are also more likely to be federalized projects (require NEPA clearance in addition to CEQA clearance). Should the arterial street projects be given some degree of preference over grade separations for expenditure of Measure I 2010-

2040 funds, given that most are unlikely to attract other funds and can be delivered with only CEQA review? If so, what kind and how much preference ought to be given?

- 3) Funding packages for all projects eligible for this funding program have a fair share development contribution. SANBAG could prioritize these projects using performance criteria to assess their relative value for relieving congestion and improving safety and geographic equity considerations. Alternatively, SANBAG could merely respond to locally initiated requests for match against the requisite level of development funding. Specific allocation strategies include:

- Option 1: Call-for-projects basis – A call-for-projects would be issued by SANBAG to allocate a specified amount of program funding based on Board-approved evaluation criteria. Project maximums may or may not be specified.
  - Sub-option A: Geographic equity controlled through criteria weighting factors
  - Sub-option B: Geographic equity controlled by capping access to Measure funds for individual jurisdictions (caps can be adjusted if other jurisdictions do not use funds within a prescribed timeframe)
  - Sub-option C: No geographic control
- Option 2: Project readiness basis – Jurisdictions would request Measure dollars from SANBAG to match locally contributed development financing when a certain phase of the project is ready. SANBAG would provide a commitment to the jurisdiction that specified funds will be available.
  - Sub-option A: Geographic equity controlled by capping access to Measure funds for individual jurisdictions
  - Sub-option B: No geographic control

- 4) Another issue is the actual conveyance of the Measure I dollars. Alternatives include:

- Option 1: Reimbursement process – Jurisdictions expend funds on a project and submit invoices to SANBAG; reimbursement occurs based on agreed percentage of actual costs (could be with or without caps on reimbursement amount)
- Option 2: Grant/MOA process (with possible refund to SANBAG if actual costs are less than original estimate)

- 5) Cost overruns can be treated in at least two ways:

- Option 1: SANBAG commitment is to a percentage, regardless of cost
- Option 2: SANBAG commitment is capped with the original agreement; and the overrun is the responsibility of jurisdiction

- 6) Project Management and Delivery Responsibilities. Historically, arterial project delivery has been the purview of local governments. This could change should local governments wish SANBAG to take a lead role, or in instances in which an arterial project is closely linked to a freeway interchange project on which SANBAG acts as lead agency.

**Recommendations** To be developed through committee discussion.

**Responsible Staff:** Ty Schuiling, Director of Planning and Programming

**Name of Program:** Metrolink/Rail Service

**Brief Description:** Measure I 2010-2040 requires 8% of Valley Measure I shall funds passenger rail projects, including the extension of the Metro Gold Line to Montclair, the implementation of passenger rail service between San Bernardino and Redlands and for the Metrolink system, the purchase of additional passenger cars and locomotives, construction of additional track capacity, construction of additional parking at stations and provide match funds for State and Federal revenues used for maintaining equipment, track and signal and road crossings.

**Technical issues:** The Metrolink/Rail Service Program is to be funded by a combination of Measure I, federal, state and local funds. Over the 30-year period, Measure I will generate nearly \$487 million. Federal Transit Administration (FTA) funds (Sections 5307 - Fixed Guideway, 5309(m)(2)(A) New Starts and Small Starts, and 5309(m)(2)(B) - Rail Modernization) are expected to total \$479 million. This estimate of FTA revenue assumes that 50% of the capital cost for the Gold Line and Redlands extensions will be awarded (\$122.5 million). The proportion of San Bernardino Valley local revenue (Local Transportation Funds, State Transit Assistance Funds and Rail Asset funds) required for supporting the passenger rail program is not set in stone and will vary from year to year.

Both the Metro Gold Line and Redlands extensions, if everything falls in line, could be completed within the first four years of the new Measure I Program. Without other revenue sources being available, this could require a Measure I Rail commitment of \$122.5 to match a like amount of FTA funds. Only about \$40 million in Rail revenue will be generated in those four years. Staff has attempted to utilize as much of other revenue (local and CMAQ) that might be available to support these two important projects. Even with the reasonable use of other revenues, the amount of Measure I Rail funds required will total more than \$63.8 million; \$23.8 million more than the revenues generated.

**Policy considerations and alternatives:**

- 1) Both the Metro Gold Line and Redlands extensions have strong public and political support. It will be critical for SANBAG to continue to be a strong supporter of the Gold Line extension to Montclair and to leverage other Federal, State and local (Los Angeles County) funds as they become available.
- 2) Currently, cities along both projects appear to be supportive of transit oriented development at the proposed station locations; thus supporting the SCAG 2% Compass program.
- 3) The Gold Line extension is proposed as a design/build project. The Redlands extension could become a design/build project as well.
- 4) There are still several steps that need to be taken for both of these projects to win FTA approval to enter into preliminary engineering. For the Gold Line extension the major step includes a new travel forecast provided by LACMTA and getting project in Long Range Transit Plan. For the Redlands extension, the requirements for Small Starts are still not final, but the interim regulations will require the following prior to FTA authorization for Preliminary Engineering and Environmental Clearance:
  - A. Alternatives Analysis Report
  - B. Selection of LPA
  - C. Agreement of Baseline Alternative (FTA concurrence)
  - D. Planned ridership, cost inputs and estimates
  - E. Identification of transit rider benefit (travel forecast)
  - F. Economic Development Impacts
  - G. Transit Supportive Land Use and Future Patterns
- 5) Methods of advancing the two rail extension projects:

- A. Borrowing from other Valley programs
- B. Include financing with bond proceeds
- C. Delay implementation of Redlands Extension and fund Gold Line, or visa versa  
(still would require short-term borrowing for cash flow purposes)
- D. Design/Build

**Recommendations:** To be developed through committee discussions.

**Responsible Staff:** Mike Bair, Director of Transit and Rail Programs

**Name of Program:** Express Bus/Bus Rapid Transit Service

**Brief Description:** Measure I 2010-2040 requires that 2% of Valley Measure I shall fund the Express Bus/Bus Rapid Transit Service category. Effective 10 years following the initial collection of revenue, this category amount shall increase to at least 5% and may increase to no more than 10% upon approval by the Authority Board. Assuming that the 5% is selected for the remaining 20 years, approximately \$206.6 million would become available. The implementation of Bus Rapid Transit (BRT) will require federal funding from either the Federal Transit Administration Section 5309 New Starts or Small Starts programs.

**Technical issues:** In July 2004 Omnitrans developed a System-Wide BRT Corridor Plan that identifies 7 potential corridors. Of these seven corridors, the "E" Street corridor (from north of Cal State University to the VA Hospital in Loma Linda) was selected for early implementation. In December 2005 Omnitrans completed the alternatives analysis of the "E" Street corridor and selected a Locally Preferred Alternative (LPA) and is now seeking authorization to begin Preliminary Engineering and Environmental Clearance phase. The preliminary cost estimate for the LPA is \$156.2 million in 2005 dollars. The anticipated implementation date is the end of 2010.

**Policy consideration and alternatives:**

Clearly, the implementation schedule noted above would require a funding commitment prior to the Measure I 2010-2040 taking effect. One of the arguments given for not increasing the amount of new Measure I revenue to this category was that some of the infrastructure improvements required would be eligible under the Valley Major Streets program. Approximately \$45.6 of the estimated cost could be eligible for funding from the Valley Major Streets program; leaving a balance of \$110.6 million from other sources. It may be possible that the amount of federal funding could be as high as 80%, but a more likely amount would be 50%. So the amount of local funds necessary could range from \$12.2 to \$55.3 million. On a pay-as-you-go basis, it would take between 6 and 13 years to accumulate that amount of revenue under this program.

- 1) Should the BRT fixed guideway portion, excluding the dedicated bus bridge over I-10, of the project be consider for Valley Major Streets funding? And how should the BRT project be rated against other pressing needs for the Valley Major Streets program funds?
- 2) Should the funding for the BRT project be included in an advance bonding scenario?
- 3) Should there be a subset of this program funding to support future express bus service?

**Recommendation:** To be developed through committee discussion.

**Responsible Staff:** Mike Bair, Director of Transit and Rail Programs



**Name of Program:** New Measure I Bond Financing Debt Capacity

**Brief Description:** The New Measure I Bond Financing Program will provide funding for capital project construction that is not expected to be financed on a pay-as-you-go basis. The program could be divided into a first/senior lien program that is primarily used to finance major projects (freeways, interchanges, and possibly passenger rail and major arterials) and a second/junior lien program that is used for local streets, and possibly major arterials. Debt capacity for the program is dependent upon many factors and constraints that are not known at this time, primarily future sales tax revenues, interest rates and the amortization period of the debt. It is reasonable to expect that the overall debt capacity for the new Measure I program could range between \$600-\$800 million in the first five years of the program (composed of \$500-\$700 million of 1<sup>st</sup> lien bonds and \$100-\$200 million of 2<sup>nd</sup> lien bonds).

**Technical Issues:** The program must be structured to meet all of the allocation/distribution requirements of the Expenditure Plan. The Additional Bonds Test for both first and second lien bonds must be structured to maximize credit ratings and financing flexibility for the capital financing program. Measure I revenues, financing interest rates and the Additional Bonds Test will be the primary constraints on debt financing capacity. Lower revenues than those that are forecast, higher financing interest rates and a restrictive Additional Bonds Test will reduce debt financing capacity. Measure I revenues greater than forecast, lower financing interest rates and a less restrictive Additional Bonds Test will result in increased debt financing capacity.

**Policy Considerations and alternatives:** Pay-as-you-go project financing is the only alternative to debt financing for projects. Project readiness and need for financing will dictate the timing of the first financings; however, it is possible for SANBAG to lock-in current low interest rates with hedging strategies when there is some certainty of project readiness and capital requirements. Debt covenants that will be embodied in a financing resolution and trust indenture will establish policies for the debt financing program.

**Recommendations:** To be developed through committee discussions.

**Responsible Staff:** Terry McGuire, Director of Finance

**Name of Program:** Inter-program Issues

**Brief Description:** Several issues that affect multiple programs or may cause one program to affect others also exist, and do not fit neatly into discussion of any one program. They are discussed below.

**Policy Considerations and Alternatives:**

- 1) *Prioritization among programs, which may include borrowing from one or more programs to "frontload" another program.* As a hypothetical example, the Board may assign a higher priority to freeway construction than new major streets and rail projects, and choose to borrow revenues from those programs in the first years of the new sales tax measure to for early freeway construction, with provision for payback in later years. Metrolink funding in the current Measure I is a model for this approach. Informal discussions with staffs of SANBAG's member agencies suggests that no consensus exists thus far on prioritization of one or more programs over others, but that broad agreement should be reached, based on further discussion, before any such decision is made.
- 2) *Inter-program sequencing.* Beyond the more familiar issue of how to prioritize transportation projects within a particular program, projects funded by different programs may relate to one another such that a particular delivery sequence is desirable or even necessary to minimize construction-related transportation impacts and improve the efficiency of project delivery. Examples are the sequencing of freeway interchange (to be funded from the Valley Interchange Program) and freeway mainline improvements (to be funded from the Valley Freeway Program) within a given corridor, or the timing of arterial roadway improvements (to be funded from the Valley Major Streets Program) in proximity to a freeway interchange project (to be funded from the Valley Interchange Program). Staff suggests consideration of the following principle:
  - *Project delivery sequences that are determined to be more efficient and less costly to deliver and less impacting to the traveling public than others should be pursued.*
- 3) *Fiscal Management.* It is generally advantageous, when possible, to deliver projects without use of federal funds to avoid the federal local assistance process and National Environmental Policy Act (NEPA) compliance issues. However, larger projects such as mainline freeway improvements and many freeway interchanges must be federalized under any circumstance. It therefore makes sense to maximize utilization of federal funds on those projects that must go through the federal process anyway, and avoid federal funding of projects that can otherwise be delivered locally with California Environmental Quality Act (CEQA) review.

The Measure I 2010-2040 Expenditure Plan identifies a distribution of Measure, Federal and State, and fair share development revenues among the various Measure programs. However, these proportions will change among some programs because of updated Measure I 2010-2040 revenue forecasts, updates to the SANBAG nexus study, and changes in the availability of state and federal funds (such as passage of Propositions 1A and 1B in November, and allocation of federal monies to Alameda Corridor East grade separations in SAFETEA-LU). Staff suggests consideration of the following principles consistent with the Expenditure Plan:

- *Maximize use of federal funds on otherwise federalized projects*
- *Use Measure I and local dollars to leverage State and Federal dollars to the maximum possible extent*

- 4) *Project initiation.* Responsibility for initiation of roadway projects can rest with SANBAG or with local governments. Initiation by SANBAG could occur as a result of prioritization of projects within a programmatic category and a statement of SANBAG's willingness to fund selected high-priority projects, or a call-for-projects in which projects submitted by local governments in response to the call receive allocations in accordance with previously developed and approved criteria established by SANBAG. Alternatively, local governments could initiate projects in accordance with their own priorities at such time as fair share development contributions within that jurisdiction are sufficient to match the proportion of funds from other sources consistent with the Nexus Study. A complicating factor may be that projects prioritized in accordance with a preferred project delivery sequence as described in section #2 (above) may not be the responsible local government's priority, nor the project on which the local government would otherwise choose to focus its available development financing. This issue will be discussed further in the context of more detailed discussion of the Valley Freeway, Freeway Interchange, and Major Streets programs.

**Recommendation:** To be developed through committee discussion.

**Responsible Staff:** Ty Schuiling, Director of Planning and Programming

**Name of Program:** New Legislative Initiatives

**Brief Description:** San Bernardino Associated Governments (SANBAG) is guided by its board approved legislative platform to seek legislative remedies for transportation policy and funding of transportation infrastructure projects. Additionally, in terms of securing federal funds for major projects within San Bernardino County, SANBAG adopts a list of projects seeking money through the annual appropriations process. In the past, SANBAG's strategy entailed a geographic approach concentrated on interchanges and highways, grade separations and transit projects in accordance to congestion relief needs. The result of this strategy provided small amounts of federal funds for a number of projects.

The passage of the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), a multi-year authorization measure, modified the climate for securing federal funds for major transportation projects. Due to the number of earmarks authorized by SAFETEA-LU, the appropriations process for additional earmarks is much more competitive now and there is a clear push to promote completion of a transportation system rather than individual projects. Bearing in mind this shift, SANBAG might be in a better position to compete for limited federal funds by targeting large regional projects requiring a larger share of federal funding, which rallies the support of the entire Congressional Delegation representing San Bernardino County.

The following items are intended to promote discussion on SANBAG's future strategy for new legislative initiatives.

**Policy Considerations and Alternatives:**

- 1) *Seek Funding for All Projects.* As in the past, SANBAG may adopt a strategy to continue its current strategy for acquiring federal funds for all major transportation projects within San Bernardino County. The benefit to this approach is that every Board member can report to their respective jurisdictions that federal funds are being sought on such projects. The pitfalls of this strategy includes the amount of time it takes build up enough funding to complete a given project, the process to receive funding is fragmented, and allowable timeframes to utilize such funding may not coincide with the project delivery schedule.
  - *This year, newspaper articles cited that the House Appropriations Committee required representatives to better prioritize funding requests. In the coming year, it will be especially important for SANBAG to clearly communicate funding needs that benefit the regional as a whole.*
- 2) *Seek Funding for Single Large Corridor Project.* With a focus on a single, large-scale project of regional importance, SANBAG's federal funding request strategy might concentrate on a major projects along a mainline corridor. The single, large-scale corridor project may change from year to year and aim to complete corridors to alleviate congestion and/or promote goods movement. While this strategy will only seek funds for a single, large-scale corridor project for a given fiscal year, federal funds received might significantly reduce the need to utilize measure funds on a given project and thus measure funds can be used to complete other critical projects within San Bernardino County. Foreseeable benefits to implementing this strategy includes securing a larger share of federal funds a major projects and providing an opportunity to leverage state, federal and local funds to the highest degree possible. On the flip side, this approach would require SANBAG to be more competitive.
  - *To successfully implement this strategy, SANBAG will need to assess the amount of effort, commitment and resources this new strategy will require. Additionally, SANBAG will need to reach outside of the agency in a more aggressive manner to gain the support of the business community and other community stakeholders. Currently, SANBAG has one staff person focused on both the state and federal legislative strategy. Having adequate resources to assist board members effectively communicate this strategy and gain the support of Congress and the business community will be a key element to implementing this approach.*

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 10

**Date:** November 15, 2006

**Subject:** San Bernardino Valley Freeway System Analysis

**Recommendation:**\* Receive Presentation on the Macro-simulation Software FREQ

**Background:** One of the issues identified in the Valley Freeway Program White Paper is system sequencing. In the past, SANBAG has generally used project readiness and funding availability as the determining factors for project delivery; however, because of the levels of congestion in the San Bernardino Valley, it could be argued that all of the projects listed in the Measure I 2010-2040 Expenditure Plan are needed now or within the first ten years of the Measure. Conceivably, a significant number of San Bernardino Valley Major Projects could be delivered during the same period of time and in roughly the same geographic areas. Consequently, additional consideration should be made to the overall performance of the freeway system as the major projects are staged for construction.

To provide analyses to inform decisions about system sequencing, staff has begun macro-simulation and micro-simulation system analysis of the San Bernardino Valley Freeway system. The macro-simulation software analyzes long stretches of freeway corridor, such as the I-10. The micro-simulation software is more focused and is best used to simulate the local effects of a bottleneck on a particular freeway, such as the Tippecanoe Interchange. Taken together, the simulation programs are tools available to assess the interrelationships of Measure I Valley Freeway Program improvements.

\*

*Approved*  
*Plans and Programs Policy Committee*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

This presentation is intended to introduce the macro-simulation software, FREQ, and to provide a sample of the type of analysis that can be expected in the final San Bernardino Valley freeway system analysis. The freeway corridors considered in this presentation are the parallel I-10 and SR-30/SR-210 corridors. The analysis has been conducted for the corridors in the eastbound direction, during the PM peak period. The PM peak period is defined as 2:00 p.m. to 7:00 p.m. FREQ has been used to conduct an analysis in logical chronology of improvements and traffic volume growth effects. The analysis begins with the existing conditions and then sequentially examines the impact of the SR-210 opening and the I-10 median mixed flow lane projects on the I-10.

Staff is working to complete a San Bernardino Valley freeway system analysis, to include the SR-30 East, the I-15 and the I-215, but the analysis for the whole system will not be available until early in 2007. The intent of this presentation is to demonstrate the software that is now available to staff. In conclusion, a couple of points are worth attention. First, the simulation programs are "data hungry." To conduct the macro-simulation presented here, traffic data was needed for the mainline and every on and off ramp in the corridor being analyzed. The traffic data is needed for every hour of the analysis in each direction. Second, validation of the existing conditions is critical. The output of the validation models must match existing conditions or the conclusions to be drawn from the analysis will be misinformed. Consequently, it could be concluded that these simulation models are labor intensive at the outset. The power of the models, however, is that once validated, "what-if" scenarios can be run quickly. This will ultimately allow staff to propose sequenced sets of improvements to optimize the San Bernardino Valley freeway system over time for inclusion into the Strategic Plan.

**Financial Impact:** This item has no direct impact on the adopted Budget. Staff activities associated with this item are consistent with the adopted SANBAG Budget Task No. 60907000, Agency Strategic Planning

**Reviewed By:** This item will be reviewed by the Plans and Programs Policy Committee on November 15, 2006.

**Responsible Staff:** Ryan Graham, Transportation Planning Specialist  
Steve Smith, Principal Transportation Analyst

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60907000

•San Bernardino County Transportation Commission •San Bernardino County Transportation Authority  
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies

## *Minute Action*

### AGENDA ITEM: 11

**Date:** November 15, 2006

**Subject:** Quarterly Administrative Report on SANBAG Federal Funding Programs

**Recommendation:** \*

- 1) Receive report on quarterly reporting and obligation status.
- 2) Adopt a finding of compliance with obligation requirements for all affected agencies.

**Background:** Assembly Bill 1012 requires SANBAG to monitor and report to Caltrans on the use of Congestion Mitigation and Air Quality (CMAQ), Regional Surface Transportation Program (RSTP), and Regional Transportation Enhancement (TE) funds apportioned to San Bernardino County and allocated by the SANBAG Board. Federal funds apportioned to SANBAG are eligible for obligation for three years. Obligation refers to a commitment by the FHWA to reimburse an agency for an authorized amount of federal funds for a specific project. After three years, unobligated apportionments are subject to reprogramming and loss to SANBAG and its member agencies.

Because of SANBAG's requirement to manage the timely use of funds to avoid loss of funding pursuant to the provisions of AB1012, the SANBAG Board established a protocol that requires recipients of federal funds allocated by SANBAG to enter into contracts with SANBAG. These contracts include a description of the scope of the approved project, the amount of federal fund allocation, and the schedule of project implementation. In addition, the terms of the contracts require federal fund recipients

\*

*Approved*  
*Plans and Programs Policy Committee*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

to submit quarterly progress reports on their projects to SANBAG until completion of the project. In accordance with adopted SANBAG policy, failure to comply with any provision of the contract constitutes grounds for revocation and reallocation of the funding by action of the SANBAG Board pursuant to the protocol specified in each contract.

#### **Quarterly Reporting Status**

Tables 1 – 4 summarize the projects to which funds were allocated, their quarterly reporting history, and the status of the project. All agencies required to report to SANBAG on the status of their projects submitted quarterly reports by October 15<sup>th</sup> as required by the terms of their contract.

#### **Obligation Status**

As mentioned earlier, federal funds are available for obligation for three years from the date of apportionment. Therefore, unobligated balances from federal apportionments through fiscal year 04/05 will be subject to reprogramming in November 2007. According to project schedules submitted in the project status reports, agencies are anticipating obligation of approximately \$28.2 million CMAQ (combined total MDAB and SCAB) and \$24.1 million STP by November 2007. Therefore, staff does not expect any CMAQ or STP funds to be subject to reprogramming in December, as indicated by the negative amounts shown in each table under "Expected Amount Subject to Reprogramming 11/07".

Please note that TE funds are now administered through the STIP. The obligation deadline, therefore, is in June each year, consistent with the State fiscal year. Any programmed funds not obligated will lapse and be unavailable to San Bernardino County until the 2008 STIP programming cycle.

**Financial Impact:** Funding for SANBAG's monitoring of local assistance project status is consistent with the adopted SANBAG Budget Task No. 37307000. The absence of critical project status and progress information provided in quarterly reports could result in SANBAG's inability to assure timely obligation of funds to avoid loss to the agency and its members.

**Reviewed By:** This item will be reviewed by the Plans and Programs Committee on November 15, 2006

**Responsible Staff:** Ty Schuiling, Director of Planning and Programming



**TABLE 1**  
**Congestion Mitigation and Air Quality Program Status**  
**Mojave Desert Air Basin**

**Quarterly Reporting Status**

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2005 Quarterly Reports				Comments
						1	2	3	4	
Adelanto	Adelanto/Auburn/Jonathan Paving	01-052	12/09/00	\$224,000	\$0	Apr-06	Jul-06	Oct-06	Jan-06	RFA3 to be submitted 8/07
Barstow	1st Av @ Irwin Rd Redesign	00-085	01/03/00	\$265,000	\$265,000	C	C	C	C	Project obligated 8/05
Barstow	LNG/CNG Natural Gas Fueling Station	00-077	04/02/03	\$1,587,823	\$1,587,573	C	C	C	C	Project obligated 8/05
Barstow Transit	Purchase Replacement All Fuel Paratransit Vehicles	00-081	02/07/01	\$1,663,244	\$1,663,244	C	C	C	C	Project obligated 5/03
Barstow Transit	Paratransit Vehicle Replacement - Gas	20040701	08/09/03	\$613,846	\$289,950	Apr-06	Jul-06	Oct-06	Jan-06	\$100,304 obligated on 09/13/06
Barstow Transit	Purchase Replace All Fuel Paratransit Vehicles	20020140	08/06/03	\$863,000	\$275,000	Apr-06	Jul-06	*	Jan-06	Funds programmed in future years
Barstow Transit	Paratransit Vehicle Expansion	20040821	08/06/03	\$191,000	\$191,490	C	C	C	C	Obligated 9/13/06
Barstow Transit	Bus System - 27 Passenger Replacement All Fuel	20041303	08/06/03	\$1,142,000	\$0	Apr-06	Jul-06	*	Jan-06	All funds programmed in future years
Barstow Transit	Bus System - Expansion Bus - 35' Alt Fuel 06-2	20041301	10/05/05	\$673,000	\$672,828	C	C	C	C	Obligated 9/13/06
Calltrans	I.E. Transportation Management Center & PNR - Fontana	200626	10/05/05	\$1,350,000	\$0	*	*	Oct-06	*	RFA3 to be submitted 12/07
MBTA	Replacement Paratransit Vehicles - Gas	20040811	08/06/03	\$616,000	\$0	Apr-06	Jul-06	*	Jan-06	Funds programmed in future years
MBTA	Deviated Fixed Route Vehicle Replace - All Fuel(28 passen)	20040812	08/06/03	\$327,000	\$0	Apr-06	Jul-06	*	Jan-06	Funds programmed in future years
MBTA	Deviated Fixed Route Vehicle Replace - All Fuel(33 passen)	20040813	08/06/03	\$269,000	\$0	Apr-06	Jul-06	*	Jan-06	Funds programmed in future years
MBTA	Purchase Replacement All Fuel Paratransit Vehicles	00-08201-083	02/07/01	\$2,460,974	\$2,460,974	C	C	C	C	Project fully obligated
MBTA	Purchase Replacement All Fuel Paratransit Vehicles	20020808	08/06/03	\$371,000	\$370,941	C	C	C	C	Project obligated 4/05
SB County	Larrea Rd Paving	00-086	12/06/00	\$569,530	\$569,972	C	C	C	C	Project obligated 7/05
SB County	Mesquite St Paving	00-087	12/06/00	\$534,590	\$534,781	C	C	C	C	Project obligated 8/05
Victorville	Park & Ride at Victor Valley College	01-048	12/06/00	\$931,887	\$102,000	Apr-06	Jul-06	Oct-06	Jan-06	RFA3 to be submitted 2/07
Victorville	I-15/Amarigosa Park-n-Ride Lot Expansion	00-107	02/02/00	\$653,728	\$80,000	Apr-06	Jul-06	Oct-06	Jan-06	RFA3 to be submitted 12/06
VVTA	Replace Alt. Fuel Paratransit Vehicles	SBD41114	08/06/03	\$1,137,000	\$0	Apr-06	Jul-06	*	Jan-06	All funds programmed in future years
VVTA	Replacement CNG Buses	SBD41084	08/06/03	\$3,498,750	\$3,499,190	C	C	C	C	Obligated 6/7/06
VVTA	Replace Alt. Fuel Paratransit Vehicles	00-084	02/07/01	\$1,952,273	\$1,952,273	C	C	C	C	TEA-21 funds obligated
VVTA	Replacement CNG Buses	00-083	02/07/01	\$3,288,524	\$3,288,124	C	C	C	C	TEA-21 funds obligated
<b>TOTALS</b>					<b>\$25,183,369</b>					<b>\$17,805,340</b>

**Obligation Status**

Fiscal Year 06/07:

Fiscal Year 07/08:

Apportionment Subject to Reprogramming	\$9,625,337	Apportionment Subject to Reprogramming	\$5,194,916
Obligated Amount to Date*	\$4,781,033	Obligated Amount for FY07/08	\$0
Additional Obligation Scheduled by 11/07	\$4,087,715	Additional Obligation Scheduled by 11/08	\$732,696
<b>Expected Amount Subject to Reprogramming 11/07</b>	<b>\$756,589</b>	<b>Expected Amount Subject to Reprogramming 11/08 **</b>	<b>\$4,462,220</b>
<b>(Includes amount over-obligated in FY 06/07)</b>			

NOTES:

\* - Includes projects with closed contracts and projects funded through Board set-asides  
 \*\*NOTE: Not all SAFETEA-LU set-asides have been programmed yet. All funds will be programmed prior to reprogramming deadlines.  
 C - Project Complete/Cancelled  
 RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

**TABLE 2**  
**Congestion Mitigation and Air Quality Program Status**  
**South Coast Air Basin**

**Quarterly Reporting Status**

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2005 Quarterly Reports				Comments
						1	2	3	4	
Caltrans	I.E. Transportation Management Center & PNR - Fontana	2005026	10/05/05	\$5,050,000	\$0	*	*	Oct-05	*	RFA3 to be submitted 12/07
Chino	Mountain Avenue Traffic Signal Coordination	02-022	08/01/01	\$251,000	\$251,000	C	C	C	C	Project obligated 3/05
Chino Hills	CNG Time-Fill Refueling Stations	02-036	08/01/01	\$88,400	\$89,000	C	C	C	C	Project obligated 3/05
Colton	All Fuel Park-n-Ride One-Stop Facility	00-087	02/02/00	\$0	\$0	C	C	C	C	Project cancelled by City
Colton	Colton San Bernardino Pedestrian/Bikeway	02-027	09/01/01	\$432,704	\$0	Apr-06	Jul-06	Oct-06	Jan-06	RFA3 to be submitted 12/06
Colton	Washington St at Reche Cyn & Hunts Ln Milligation	00-102	02/02/00	\$400,000	\$60,000	C	C	C	Jan-06	RFA3 to be submitted 4/07
Fontana	Sierra Ave/Mulberry Ave ATMS Ph 1 - Communications	02-038	08/01/01	\$2,590,000	\$2,590,000	C	C	C	C	Project obligated 10/03
Highland	5th Street Signal Interconnect	02-032	08/01/01	\$209,000	\$209,000	C	C	C	C	Project obligated 8/05
Highland	Base Line Road Signal Interconnect	02-021	08/01/01	\$96,000	\$96,000	C	C	C	C	Project obligated 2/04
Highland	Palm Avenue Signal Interconnect	02-029	08/01/01	\$57,000	\$57,000	C	C	C	C	Project obligated 8/05
Loma Linda	Anderson St/Tipplecanos Av Signal Interconnect	00-092	02/02/00	\$105,740	\$105,000	C	C	C	C	Project obligated 2/03
MARTA	Big Bear Visitors Trolley	02-039	08/01/01	\$274,442	\$617,763	Apr-06	Jul-06	Oct-06	Jan-06	\$281,791 obligated 9/11/06
MARTA	Replacement Paratransit Vehicle Purchase	200423	08/06/03	\$1,060,000	\$272,672	Apr-06	Jul-06	Oct-06	Jan-06	\$272,672 obligated in 9/11/06
MARTA	Replacement Buses - All Fuel	200424	08/06/03	\$1,265,000	\$0	Apr-06	Jul-06	Oct-06	Jan-06	\$40,000 to be obligated in FY05/06
Montclair	Bus System - Operating Assistance	SBD41055	08/06/03	\$80,000	\$0	Apr-06	Jul-06	Oct-06	Jan-06	Project obligated 6/03
Montclair	North Montclair Signal Interconnect	02-033	08/01/01	\$309,700	\$309,700	C	C	C	C	RFA3 to be submitted 1/07
Montclair	Ranoma Av Grade Separation	00-066	02/02/00	\$1,590,481	\$0	Apr-06	Jul-06	Oct-06	Jan-06	Funds programmed in future years
Omnitrans	Replacement Paratransit Vehicles for Access Fleet	20040211	08/06/03	\$3,325,000	\$0	Apr-06	Jul-06	Oct-06	Jan-06	Funds programmed in future years
Omnitrans	Bus Replacement - All Fuel	SBD90105	08/06/03	\$5,795,000	\$0	Apr-06	Jul-06	Oct-06	Jan-06	Project obligated 5/03
Rancho Cucamonga	Base Line Road Signal Synchronization	02-020	08/01/01	\$100,000	\$100,000	C	C	C	C	Project obligated 7/05
San Bernardino	East Valley LINGLNG Fueling Facility	02-024	08/01/01	\$911,869	\$911,799	C	C	C	C	Project obligated 5/03
San Bernardino	Washington Street at Waterman Avenue Traffic Signal	02-035	08/01/01	\$106,000	\$106,000	C	C	C	C	Project obligated 5/03
San Bernardino	Metrolink Parking Structure	20020802	08/06/03	\$7,136,000	\$531,000	Apr-06	Jul-06	Oct-06	Jan-06	Funds programmed in future years
SB County	Crestline Commuter Park and Ride Lot	02-028	08/01/01	\$354,119	\$355,000	C	C	C	C	Project obligated 7/05
SB County	San Bernardino Avenue Traffic Signal/Synchronization	02-023	08/01/01	\$2,545,237	\$2,545,237	C	C	C	C	Project obligated 8/05
SB County	Wabash Av @ SH-38 - Install Traffic Signals	00-089	02/02/00	\$173,250	\$173,772	C	C	C	C	Funds programmed in future years
Upland	Upland Metrolink Station - Parking Expansion	20040825	08/06/03	\$2,776,800	\$0	Apr-06	Jul-06	Oct-06	Jan-06	Project obligated 5/04
Upland	SPIPE Right-of-Way Bicycle/Pedestrian Trail - Phase II	02-031	08/01/01	\$1,555,053	\$1,555,053	C	C	C	C	
<b>TOTALS</b>				<b>\$38,640,786</b>	<b>\$11,209,438</b>					

**Obligation Status**

Fiscal Year 06/07:				Fiscal Year 07/08:			
Apportionment Subject to Reprogramming	\$42,611,251	Apportionment Subject to Reprogramming	\$10,813,298	Apportionment Subject to Reprogramming	\$0	Apportionment Subject to Reprogramming	\$17,331,022
Obligated Amount to Date*	\$27,413,816	Obligated Amount for FY07/08	\$0	Obligated Amount for FY07/08	\$0	Obligated Amount for FY07/08	\$6,617,724
Additional Obligation Scheduled by 11/07	\$24,087,155	Additional Obligation Scheduled by 11/08	\$17,331,022	Additional Obligation Scheduled by 11/08	\$17,331,022	Additional Obligation Scheduled by 11/08	\$6,617,724
Expected Amount Subject to Reprogramming 11/07**	\$-8,869,720	Expected Amount Subject to Reprogramming 11/08**	\$-6,617,724	Expected Amount Subject to Reprogramming 11/08**	\$-6,617,724	Expected Amount Subject to Reprogramming 11/08**	\$-6,617,724
				<b>(Includes amount over-obligated in FY 08/07)</b>			

**NOTES:**

\* - Includes projects with closed contracts and projects funded through Board set-asides  
 \*\*NOTE: Not all SAFETEA-LU set-asides have been programmed yet. All funds will be programmed prior to reprogramming deadlines.  
 C - Project Complete/Cancelled  
 RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

**TABLE 3**  
**Regional Surface Transportation Program Status**

**Quarterly Reporting Status**

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2006 Quarterly Reports				Comments
						1	2	3	4	
Adelanto	El Mirage Rehab & Paving - West City Limits to US95	01-036	10/04/00	\$1,375,466	\$0	Apr-06	Jul-06	Oct-06	Jan-06	RFA3 to be submitted 8/07
Apple Valley	Yucca Loma Bridge over Mojave River	200048	12/07/05	\$2,800,000	\$0	*	*	Oct-06	*	RFA1 submitted 10/06
Barstow	Lerwood Rd Rehab - Commerce Pkwy to 3/4mi West	01-040	10/04/00	\$423,000	\$423,000	C	C	C	C	Obligated 8/16/05
Barstow	East Main St Rehab - Barstow Rd to Murial Dr	01-039	10/04/00	\$750,828	\$750,828	C	C	C	C	Obligated 8/17/05
Big Bear Lake	Signal at SR18/Big Bear Blvd/Paine Rd/Village Dr	01-035	10/04/00	\$495,280	\$495,280	C	C	C	C	\$200,000 contingency for cost overruns obligated 8/10/06
Colton	Main St/Jowa Av Intersection Improvements	01-077	02/07/01	\$250,000	\$19,476	Apr-06	Jul-06	Oct-06	Jan-06	RFA2 to be submitted 1/07
Fontana	Sierra Av-Baseline to Highland Av-Widen 4-6 Lanes	01-076	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 12/3/03
Fontana	Football Bl - East Av to Hemlock - Widen 4-6 Lanes	01-079/080	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 12/3/03
Fontana	Jurupa/Mulberry Intersection Improvements	01-081	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 9/03
Fontana	Baseline-Citrus to Maple - Widen 2-6 Lanes	01-076	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 12/3/03
Hesperia	Ranchero Rd Grade Separation	SB0031276	12/07/05	\$3,400,000	\$0	*	*	Oct-06	*	RFA3 to be submitted 8/07
Highland	5th St - Boulder to SR30 - Widen 2-4 Lanes	01-075	02/07/01	\$870,800	\$870,600	C	C	C	C	Project obligated 8/25/06
Rialto	Pepper Av-Foothill to Highland-Widen and Extend to 6 Lanes	01-078	02/07/01	\$0	\$0	C	C	C	C	Board reallocated funds to other projects 12/03
San Bernardino	State St-16th St to Foothill-Extend 2 lanes	01-082	02/07/01	\$2,005,000	\$80,000	Apr-06	Jul-06	Oct-06	Jan-06	RFA2 to be submitted 2/07
SB County	Needles Hwy-N St to Nevada StateLine-Realign, Rehab	01-033	10/04/00	\$2,478,840	\$1,043,975	Apr-06	Jul-06	Oct-06	Jan-06	RFA2 to be submitted 8/08
SB County	National Trails Hwy - Passing Lanes	01-038	10/04/00	\$1,907,284	\$310,000	Apr-06	Jul-06	Oct-06	Jan-06	RFA2 to be submitted 6/07
SB County	Cedar Av Widening PSE - Slover Av to Valley Bl	01-074	02/07/01	\$0	\$0	C	C	C	C	Project cancelled 3/25/05
Twentynine Palms	Two Mile Road Rehab - Sunrise to Lear	01-037	10/04/00	\$0	\$0	C	C	C	C	Project cancelled 9/9/04
Victorville	I-15 La Mesa/Nisqually Interchange	SB034170	12/07/05	\$3,800,000	\$0	*	*	Oct-06	*	RFA1 to be submitted ??
Victorville	I-15/Mojave Dr IIC	33390	12/04/02	\$1,000,000	\$0	Apr-06	Jul-06	Oct-06	Jan-06	RFA3 to be submitted 1/07
Victorville	Bear Valley Rd Rehab - I-15 to Kiowa Rd	01-041	10/04/00	\$5,989,071	\$5,989,000	C	C	C	C	Obligated 08/23/05
<b>TOTALS</b>				<b>\$27,665,365</b>	<b>\$9,592,769</b>					

**Obligation Status**

<b>Fiscal Year 06/07:</b>	<b>Fiscal Year 07/08:</b>
Apportionment Subject to Reprogramming	Apportionment Subject to Reprogramming
Obligated Amount to Date*	Obligated Amount for FY07/08
Additional Obligation Scheduled by 11/07	Additional Obligation Scheduled by 11/08
<b>Expected Amount Subject to Reprogramming 11/07 **\$-13,620,689</b>	<b>Expected Amount Subject to Reprogramming 11/08 **\$-19,183,619</b>
<b>(includes amount of over-obligated in FY 06/07)</b>	

NOTES:  
 \* - Includes projects with closed contracts and projects funded through Board set-asides  
 \*\*NOTE: Not all SAFETEA-LU set-asides have been programmed yet. All funds will be programmed prior to reprogramming deadlines.  
 C - TEA-21 Funded Project Complete/Cancelled  
 RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

**TABLE 4**  
**Regional Transportation Enhancement Program Status**

**Quarterly Reporting Status**

Lead Agency	Project Description	Contract Number	Board Approval	Allocated Amount	Obligated Amount	2006 Quarterly Reports				Comments
						1	2	3	4	
Barstow	I-15/Lenwood Road Landscaping	01-058	12/06/00	\$416,680	\$416,680	C	C	C	C	Obligated 8/16/05
Chino	Chino/Chino Hills Bikeway Connector	00-073	01/05/00	\$435,000	\$435,000	C	C	C	C	Obligated 3/05
Colton	Colton San Bernardino Ped/Bikeway Project	02-041	08/01/01	\$719,853	\$60,843	Apr-06	Jul-06	Oct-06	Jan-08	RFA3 to be submitted 12/06
Fontana	Fontana Portion of Inland Empire Pacific Electric Trail	200431	10/05/05	\$1,798,000	\$0	Apr-06	Jul-06	*	Jan-08	Funds to be obligated in FY05/06
Rancho Cucamonga	Rancho Cucamonga Pacific Electric Trail	20020201	10/05/05	\$2,708,213	\$1,796,000	C	C	C	C	Obligated 8/25/06
SB County	Santa Ana River Trail - La Cadena to Waterman	00-070	01/05/00	\$2,708,213	\$2,708,213	C	C	C	C	Project obligated
SB County	Santa Ana River Trail - Waterman Ave to California St	01-054	12/06/00	\$1,040,060	\$1,040,060	C	C	C	C	Project obligated 6/05
SB County	Lake Gregory Walkway	01-055	12/06/00	\$1,009,360	\$1,009,360	C	C	C	C	Project fully obligated
SB County	Green Valley Lake Museum, Trail, Visitors Center	00-076	01/05/00	\$203,000	\$175,244	C	C	C	C	Project obligated 5/05
Twentynine Palms	National Park Drive Entry Project	00-075	01/05/00	\$91,000	\$91,000	C	C	C	C	Project obligated 8/04
Upland	SP/PE ROW Biker/Ped Trail	01-056	12/06/00	\$1,566,400	\$1,566,400	C	C	C	C	Project fully obligated
US Forest Service	SP/PE Right-of-Way Bicycle/Pedestrian Trail - Phase II	02-031	08/01/01	\$908,000	\$908,000	C	C	C	C	Project obligated 8/04
Victorville	Rim of the World Scenic Trail	01-029	01/05/00	\$1,000,000	\$0	Apr-06	Jul-06	Oct-06	Jan-08	RFA1 to be submitted 7/07
	Riverwalk Trail	00-071	01/05/00	\$2,212,643	\$761,000	Apr-06	Jul-06	Oct-06	Jan-08	RFA2 to be submitted 3/08
	<b>TOTALS</b>			<b>\$15,897,209</b>	<b>\$10,965,600</b>					

**Allocation Status**

Fiscal Year 06/07:	Fiscal Year 07/08:
Apportionment Subject to Lapse	Apportionment Subject to Lapse
Allocated Amount to Date*	Allocated Amount for FY07/08
Additional Allocation Scheduled by 7/07	Additional Allocation Scheduled by 7/08
Amount Subject to Lapse 7/07*	Expected Amount Subject to Lapse 7/08*
\$3,741,000	\$3,378,000
\$0	\$0
\$2,545,210	\$3,450,902
\$1,196,790	\$-72,902

**NOTES:**

\*Note: TE funds not allocated by the CTC in the year programmed will lapse. The funds will be available for programming in the 2008 STIP cycle  
C - TEA-211 Funded Project Complete/Cancelled  
RFA1 - PSE Request for Authorization, RFA2 - ROW Request for Authorization, RFA3 - CONST Request for Authorization

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority  
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

## *Minute Action*

AGENDA ITEM: 12

**Date:** November 15, 2006

**Subject:** Preparation of an Operations Analysis of the Morongo Basin Transit Authority and Mountain Area Regional Transit Authority.

**Recommendation:**\* Award Contract 07073 – Preparation of an Operations Analysis of the Morongo Basin Transit Authority (MBTA) and Mountain Area Regional Transit Authority (MARTA) to the firm of Nelson\Nygaard Consulting Associates, Inc. in the amount not to exceed \$179,718 as identified in the Financial Impact Section.

**Background:** In October 2006 the Board authorized the release of Request for Proposal (RFP) C07073 for the preparation of an operational analysis of MBTA and MARTA. The purpose of the operational analysis is to assist both operators in the development of system goals, objectives and service standards; a review of the existing services, the existing fare policy and structure, the results of the user survey conducted in 2005, and the unmet transit needs identified in the September 2006 public hearing process; and the development of service improvements and the development of a five-year operating and capital plan covering Fiscal Years 2007/2008 through 2011/2012.

Notice of the release of the RFP was sent to 81 consulting firms in the Agency's database. The RFP was posted on the Agency's website. The response to questions submitted by prospective firms was posted on the Agency web site on October 20<sup>th</sup>. Two proposals were received by the response date of October 31<sup>st</sup>. Both firms were interviewed on November 6<sup>th</sup> by a panel comprised of the General Managers from MBTA and MARTA and SANBAG staff. The following

\*

*Approved*  
*Plans and Programs Committee*

*Date:* \_\_\_\_\_

*Moved:*

*Second:*

*In Favor:*

*Opposed:*

*Abstained:*

*Witnessed:* \_\_\_\_\_

table lists the firms that submitted proposals, their proposed budgets and average evaluation score.

Lead Firm	Subcontractors	Proposed Budget	Avg. Score
Nelson\Nygaard Consulting Associates	Patti Post & Associates	\$179,718	94.25
Moore & Associates	Cambridge Systematics	\$180,033	90.50

Based on the review of the proposals, reference checks of both firms and the results of the interviews, the evaluation panel is recommending the selection of Nelson\Nygaard Consulting Associates.

**Financial Impact:** The award of this Contract is consistent with the adopted Agency budget. Funding for this Contract is provided under Tasks 31807000 – Morongo Basin Transit and 32107000 – Mountain Area Transit. Each task has a budget of \$90,000 in LTF Planning Funds for the work to be performed.

**Reviewed By:** This item will be reviewed by the Plans and Programs Committee on November 15, 2006. The Contract has been submitted to SANBAG legal counsel for review and approval.

**Responsible Staff:** Michael Bair, Director of Transit and Rail Programs  
Beth Kranda, Transit Analyst

**SANBAG Contract No. C07073**

by and between

San Bernardino Associated Governments

and

Nelson\Nygaard Consulting Associates, Inc.

for

Preparing an Operations Analysis of the Morongo Basin Transit Authority and theMountain Area Regional Transit Authority**FOR ACCOUNTING PURPOSES ONLY**

<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____	Retention: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
Notes: Retention of 10% of Contract (\$17,971.80), Contract is Not-to-Exceed \$179,718.00			
Original Contract:	\$ <u>179,718.00</u>	Previous Amendments Total:	\$ _____
Contingency Amount:	\$ _____	Current Amendment:	\$ _____
Contingency Amount requires specific authorization by Task Manager prior to release.			
Contract TOTAL →			\$ 149,790.00
Please include funding allocation for the original contract or the amendment			
<b>Task</b>	<b>Cost Code</b>	<b>Funding Sources</b>	<b>Amounts</b>
1 <u>31807000</u>	<u>6010</u>	1 <u>LTF - Planning</u>	\$ <u>89,900.00</u>
2 <u>32107000</u>	<u>6010</u>	2 <u>LTF - Planning</u>	\$ <u>89,818.00</u>

Original Board Approved Contract Date:	<u>12/6/06</u>	Contract Start:	<u>12/8/06</u>	Contract End:	<u>5/2/07</u>
New Amend. Approval (Board) Date:	_____	Amend. Start:	_____	Amend. End:	_____
<b>If this is a multi-year contract/amendment, please allocate costs among fiscal years:</b>					
Fiscal Year: <u>06/07</u>	Fiscal Year: <u>07/08</u>	Fiscal Year:			
\$ _____	\$ _____	\$ _____			
Is this consistent with the adopted budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
If no, has the budget amendment been submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>CONTRACT MANAGEMENT</b>					
Please mark an "X" next to all that apply:					
<input type="checkbox"/> Intergovernmental	<input checked="" type="checkbox"/> Private	<input checked="" type="checkbox"/> Non-Local	<input type="checkbox"/> Local	<input type="checkbox"/> Partly Local	
Disadvantaged Business Enterprise: <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <u>84.24%</u>					
Task Manager: <b>Michael Bair</b>			Contract Manager: <b>Michael Bair</b>		

<u>Michael Bair</u>	<u>11-7-06</u>	<u>Michael Bair</u>	<u>11-7-06</u>
Task Manager Signature	Date	Contract Manager Signature	Date
<u>[Signature]</u>	<u>11/7/06</u>		
Chief Financial Officer Signature	Date		

**CONTRACT C07073**

**SAN BERNARDINO ASSOCIATED GOVERNMENTS**

**and**

**NELSON\NYGAARD CONSULTING ASSOCIATES, INC.**

THIS CONTRACT is entered into as of December 6, 2006 in the State of California by and between the San Bernardino Associated Governments, hereafter called AGENCY, and Nelson\Nygaard Consulting Associates, Inc., hereafter called CONTRACTOR.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the AGENCY requires certain professional services relating to the preparing an operations analysis of the Morongo Basin Transit Authority (MBTA) and Mountain Area regional Transit Authority (MARTA); and

WHEREAS, the CONTRACTOR has the skills, knowledge and the ability to provide such services to the AGENCY;

NOW THEREFORE, the parties agree to the following:

1. CONTRACTOR SERVICES

The CONTRACTOR will be responsible for preparing an operations analysis of MBTA and MARTA as set forth in Appendix A – Scope of Work and Budget, which is attached and made a part of this Contract.

2. KEY PERSONNEL

The personnel specified below are considered to be essential to the work to be performed hereunder. Prior to diverting any of the specified individuals to other projects, or reallocation of tasks and hours which are the responsibility of key personnel, the CONTRACTOR shall notify AGENCY reasonably in advance and shall submit justifications (including proposed substitutions) in sufficient detail to permit evaluation of impact on the project. Diversion or reallocation of key personnel shall be subject to written approval by AGENCY. AGENCY also reserves the right to approve proposed substitutions for key personnel.



Key Personnel are:       Joey Goldman; Project Manager N\N  
                              Linda Rhine; Principal N\N  
                              Paul Jewel; Principal N\N  
                              Jeff Flynn; Associate N\N  
                              Patti Post; Associate Patti Post & Assoc.

3.     SUBCONTRACTS

CONTRACTOR shall not subcontract performance of all or any portion of the work to be performed under this Contract, excepting subcontractors listed in the CONTRACTOR's proposal, without first notifying AGENCY of the intended subcontracting and obtaining AGENCY's approval in writing of the subcontracting and the subcontractor.

CONTRACTOR agrees that any and all subcontractors of CONTRACTOR will comply with the terms of this Contract applicable to the portion of work performed by them. If requested by AGENCY, CONTRACTOR shall furnish AGENCY a copy of the proposed subcontract for AGENCY's approval of the term and conditions thereof and shall not execute such subcontract until AGENCY has approved such terms and conditions. AGENCY approval shall not be unreasonably withheld.

Approval by AGENCY of any work to be subcontracted and the subcontractor to perform said work will not relieve CONTRACTOR of any responsibility or liability in regard to the acceptable and complete performance of said work.

4.     TERM

This Contract will commence on December 8, 2006 and remain in effect until completion of the operations analysis of MBTA and MARTA and approval by the respective transit agency governing boards and Agency Board of Directors, but no later than May 2, 2007. Upon mutual agreement of the parties, through a letter agreement, the AGENCY Executive Director may extend the time of performance beyond the above anticipated completion date. AGENCY may terminate this Contract at any time by serving thirty (30) days notice to this effect on CONTRACTOR. Additionally, in the event of misconduct or failure to perform required services, AGENCY shall notify CONTRACTOR in writing and give CONTRACTOR ten (10) days to correct performance. If not corrected, AGENCY may immediately terminate this Contract by written notice to CONTRACTOR. CONTRACTOR shall not be reimbursed for any services or expenses beyond the termination date of the Contract and AGENCY shall incur no penalty for exercising its termination rights. The Executive Director shall have the authority in his sole discretion to give notice of termination on behalf of the AGENCY. CONTRACTOR may not terminate this Contract except for cause.

## 5. COMPENSATION

As compensation for the above services, AGENCY shall pay CONTRACTOR for expenses incurred, in an amount not to exceed Eighty-Nine Thousand Nine Hundred Dollars (\$89,900.00) for the operations analysis for MBTA (SANBAG Task 31807000) and Eighty-Nine Thousand Eight Hundred and Eighteen Dollars (\$89,818.00) for the operations analysis of MARTA (SANBAG Task 32107000). The total compensation under this Contract shall not exceed One Hundred Seventy-Nine Thousand Seven Hundred and Eighteen Dollars (\$179,718.00). CONTRACTOR shall account for time spent on each transit system and invoice AGENCY on a monthly basis. Monthly invoices related to the work performed for MBTA and MARTA shall reference Agency Task Number 31807000 and 32107000 respectively. Monthly invoices shall contain the direct expenditures incurred along with a five percent surcharge and hourly labor charges during the month by Task, the accumulated total expenses to date by Task and the remaining contract amount by Task. Each monthly invoice shall be accompanied by a narrative description of the work completed during the reporting period and a discussion of any current or anticipated problems that might negatively impact the project and/or schedule. SANBAG shall retain 10% of the invoiced expenses up to a total of Seventeen Thousand Nine Hundred and Seventy-One Dollars and Eighty Cents (\$17,971.80) [\$8,990 Task 31807000 and \$8,981.80 Task 32107000] until the successful completion of the work to be performed.

## 6. INSURANCE

Without in any way affecting the indemnity herein provided and in addition thereto, CONTRACTOR shall secure and maintain throughout the term of this CONTRACT the following types of insurance with limits as shown.

- A. Comprehensive General Liability Insurance or Commercial General Liability Insurance, including coverage for Premise and Operations, Contractual Liability, Personal Injury Liability, Broad-Form Property Damage and Independent Contractor's Liability in an amount of not less than \$1,000,000 per occurrence, combined single limit, and \$2,000,000 aggregate written on an occurrence form.
- B. CONTRACTOR (not including subcontractors) shall immediately furnish certificates of insurance to AGENCY evidencing the insurance coverage above required, which certificates shall name AGENCY as additional insured on policies of General Liability Insurance. The certificates shall provide that such insurance shall not be terminated without thirty (30) days notice to AGENCY, and CONTRACTOR shall maintain such insurance from the time this Contract is executed until completion of such services.

C. CONTRACTOR shall maintain Worker's Compensation insurance with limits established and required by the State of California.

D. CONTRACTOR shall maintain Errors and Omission Liability Insurance with combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate; or Professional Liability Insurance with limits of at least \$1,000,000 per claim or occurrence.

7. INDEMNITY

CONTRACTOR agrees to indemnify, defend and hold harmless the AGENCY, its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising from CONTRACTOR's negligent acts, errors or omissions and for any costs or expenses incurred by AGENCY on account of any claim therefore, except where such indemnification is prohibited by law.

8. AMENDMENTS

CONTRACTOR agrees any alterations, variations, modification, or waivers of the provisions of the CONTRACT, shall be valid only when reduced to writing, executed and attached to the original CONTRACT and approved by the required persons.

9. ASSIGNMENT

This CONTRACT is not assignable by CONTRACTOR either in whole or in part without the prior written consent of AGENCY.

10. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall be at all times an independent contractor. Accordingly, all services provided by CONTRACTOR shall be done and performed by CONTRACTOR under the sole supervision, direction, and control of CONTRACTOR. AGENCY shall rely on CONTRACTOR for the results only and shall have no right at any time to direct or supervise CONTRACTOR or CONTRACTOR's employees and subcontractors in the performance of services or as to the manner, means and methods by which the services are performed. All workers furnished by CONTRACTOR shall be and remain the employees of CONTRACTOR or of the CONTRACTOR's subcontractor(s) at all times, and shall not at any time or for any purpose whatsoever be considered employees or agents of AGENCY.

#### 11. AGENCY AUTHORITY

AGENCY's Executive Director shall have full authority to exercise AGENCY's rights under this CONTRACT. CONTRACTOR's reporting relationship shall be with the AGENCY's Director of Transit and Rail Programs, unless otherwise directed by AGENCY's Executive Director.

#### 12. REVIEW OF WORK AND DELIVERABLES

All reports, working papers, and similar work products prepared for submission in the course of providing services under this Contract may be required to be submitted to AGENCY's representative in draft form, and AGENCY's representative may require revisions of such drafts prior to formal submission and approval. In the event that AGENCY's representative, in his sole discretion, determines the formal submitted work product to be inadequate, AGENCY's representative may require CONTRACTOR to revise and resubmit the work at no cost to AGENCY.

#### 13. APPEARANCE AT HEARINGS

If and when required by AGENCY, CONTRACTOR shall render assistance at public hearings or other meetings related to the Project or necessary to the performance of the services.

#### 14. DOCUMENTS AND DATA

All plans, specification, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings, spreadsheets, or data magnetically or otherwise recorded on computer diskettes, prepared by or on behalf of CONTRACTOR under this Contract ("Documents and Data"), shall be made available to AGENCY at all times during this Contract and shall become the property of AGENCY upon the completion of the term of this Contract, except that CONTRACTOR shall have the right to retain copies of all such Documents and Data for its records. Should CONTRACTOR, either during or following termination of this Contract, desire to use any Documents and Data, it shall first obtain the written approval of AGENCY.

#### 15 EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial

employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

IN WITNESS THEREOF, the authorized parties have signed below;

**AGENCY:**

**CONTRACTOR:**

**SAN BERNARDINO  
ASSOCIATED GOVERNMENTS**

**NELSON\NYGAARD  
CONSULTING ASSOCIATES**

---

Dennis Hansberger  
President

Approved as to Form:

---

Jean-Rene Basle  
SANBAG Counsel

**ATTACHMENT A**

**CONTRACT C07073**

**NELSON\NYGAARD CONSULTING ASSOICATES**

**OPERATIONS ANALYSIS OF THE MORONG BASIN TRANSIT  
AUTHORITY AND THE MOUNTAIN AREA REGIONAL AUTHORITY**

**SCOPE OF WORK, SCHEDULE AND BUDGET**

## **SCOPE OF WORK**

### **Task 1 Project Management and Administration**

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#### **Task 1.1 Kick-Off Meetings**

Key members of the Nelson\Nygaard project team will meet with SANBAG, MARTA and MBTA staff to review the scope of work and schedule, and to refine project details. We will conduct one kick-off meeting with MARTA and a separate kick-off meeting with the MBTA. At these meetings, we will also:

- Clarify project objectives, priorities and deliverables.
- Identify any critical local or regional issues.
- Review the proposed work plan and project schedule and refine as required.
- Finalize data requirements and request appropriate data sources.
- Obtain initial stakeholder contact lists.

The most important element of these meetings will be to better understand your goals and objectives for the Operations Analyses and related key issues.

Following the two separate kick-off meetings, we will prepare a summary of key project objectives and refined project delivery schedules.

#### **Task 1.2 Meeting Facilitation**

Several meetings are described in later tasks in this proposal with staff, the public and stakeholders. As we develop the two Operations Analyses, the Nelson\Nygaard team will prepare meeting agendas, facilitate meetings and prepare meeting notes. We will submit drafts of agendas and stakeholder interview guidelines for staff to review prior to the meetings.

#### **Task 1.3 Ongoing Project Management**

Joey Goldman, a Principal with Nelson\Nygaard Associates, will serve as the Project Manager for the Nelson\Nygaard team. He has 15 years of project management experience directly related to planning public transit services. Nelson\Nygaard will prepare monthly invoices and progress reports using our project management and budgeting software called MAS 90. Joey will serve as the day-to-day contact and ensure quality control on all products and deliverables.

<b>Deliverables:</b>	Final work scope and schedule, meeting agendas and summaries and monthly progress reports
<b>Meetings:</b>	Kick-off meetings with MARTA, MBTA and SANBAG staff

## **Task 2 Description of Existing Services**

This task is critical to the understanding and evaluation of the existing fixed route, deviated fixed route, dial-a-ride and other services. Through extensive experience developing operations analyses, we have created several graphical and tabular formats that make our review of existing services meaningful and user-friendly. We will present appropriate information in tabular format for simple comparison and to provide a comprehensive picture of MBTA and MARTA transit services. We will also prepare a detailed map showing the existing services, as well as the dial-a-ride service areas, major activity centers and the location of major transit centers or transfer locations.

### **Task 2.1 Document and Data Review**

Nelson\Nygaard staff will review existing documents, reports and policies to familiarize ourselves with past and current transportation and land use planning efforts relevant to the study. In this task, we will examine all services operated by MBTA and MARTA. A clear understanding of land use policies, development patterns, and transportation projects will also be crucial later in the study as we begin to outline transit service improvement proposals.

Our initial review will include current data, recent studies, and the 2005 SRTPs, as well as any relevant documents from SANBAG to ensure our full understanding of the family of services operated by MBTA and MARTA.

### **Task 2.2 Existing Fixed Route and Deviated Fixed Route Services**

We will then present a summary of the fixed route, deviated fixed route and trolley services operated by MBTA and MARTA. We will use the spring 2005 on-board survey data and other available data. This will include a comprehensive review of the following items:

- Service area description and operation constraints
- Operating statistics
- Route by Route analysis, including
  - Service hours/days
  - Ridership and productivity trends
- Fixed Route vehicle fleet (size, composition and utilization)
- Fares/fare media/usage
- Transfers to other transportation providers like SunLine and Omnitrans.
- Relevant findings from the September 2006 unmet needs testimony
- Summary of marketing information and public information

We will also spend time in the service areas conducting field reconnaissance.



A sample system map we prepared for a similar project is included in Appendix C.

### **Task 2.3 Existing Dial-A-Ride Services**

Next, we will review and summarize the general dial-a-ride services that are being provided by MBTA and MARTA. This review will include the following:

- Operating statistics (cost per ride)
- Ridership trends/available on-board survey data
- Fares
- Hours/days of operation
- Vehicle fleet (size, composition and utilization)
- Review of unmet needs process

### **Task 2.4 Demographics Analysis and Mapping**

Nelson\Nygaard will consult U.S. Census data from 2000 and obtain information on population and population density; income; age; employment and employment density; and land use data. We will work with planners to identify potential changes in the respective service areas within the short-term as well as long-range developments that could impact future transit needs. Demographic data will be analyzed at either the census tract or TAZ level, or whichever is available. In addition, an evaluation will be included to give a textual overview of demographic and land use issues and trends.

We will also provide similar maps, of the current year, of: senior density, youth density, disabled density, and auto ownership rates.

<p><b>Deliverables:</b> Included in Existing Conditions Report #1 (Task 3)</p> <p><b>Meetings:</b> See Task 3 for meetings regarding concurrent work</p>
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## **Task 3. Service Evaluation and Needs Assessment**

Concurrent with Task 2, we will utilize current and historic data to examine and evaluate ridership and performance trends for all services. This task will consist of several subtasks:

### **Task 3.1 Performance Data Evaluation**

We will first prepare a table that displays operating statistics, passenger subsidies and other cost trends for the last six fiscal years on a service by service basis. We will rely on SANBAG and transit agency staff to provide us with the most recent financial and TDA audits. This information, compared over time, will allow us to understand how each service is performing compared to past years and evaluate the overall efficiency of each. Once basic operating and financial data has been collected and summarized in a table for each service, we will graph the most important performance standards. At a minimum, these will include:

- Operating Cost/Passenger
- Operating Cost/Revenue Hour
- Passengers/Revenue Hour
- Fare Structure, Fare Media Usage and Farebox Recovery Ratio
- Subsidy/Passenger

To the extent that data is available, we will compare differences in service effectiveness and efficiency by day of week including average weekday, Saturday and Sunday. We will also show how these performance indicators have fluctuated over the years and provide an analysis of what this means for each unique service type.

### **Task 3.2 Fixed Route Productivity Analysis**

This subtask will provide us with a vital planning tool to enable us to develop justifiable service improvement alternatives in Task 5. We will begin this task by conducting a ridecheck on fixed route and deviate fixed route services. We propose to conduct the ridecheck for one full weekday. Surveyors will ride the buses, supervised by our staff and take passenger counts at each bus stop, recording the total number of boardings and alightings. This information will be used to develop maps showing boardings by stop by direction. A sample is included in Appendix C. We will then chart this data to see where ridership is peaking throughout the day.

### **Task 3.3 Dial-A-Ride Service Evaluation**

While the analysis is being conducted on the fixed route services, we will also collect information about dial-a-ride users. To do so, we will review reservations and one sample week of driver logs to determine origin-destination data. We will also spend time with dispatchers to review the registration and scheduling process, how no-shows and subscription trips are monitored, and review on-time performance and passenger load information to assess vehicle utilization.

## **3.4 Needs Assessment and Projections**

We will use information from the SANBAG Unmet Transit Needs testimony plus a variety of other sources, as the foundation for completing an assessment of transit needs. The other sources will include Census Data, public input from outreach meetings (See Task 4 below), projections of residential and employment growth, projections of growth in student enrollment and General Plans.

Using this information we will estimate potential transit demand for the next five years. We will also create a series of GIS maps that show the existing and projected populations and their proximity to the current routes and dial-a-ride service areas.

<b>Deliverables:</b>	Existing Conditions report summarizing all of the results of Tasks 2 and 3. The report will detail all transit services and transit needs, and will include data analysis, maps and ridecheck results
<b>Meetings:</b>	Two meetings to review Existing Conditions Report with MARTA, MBTA and SANBAG Staff

## **Task 4. Goals, Objectives, and Service Standards**

Nelson\Nygaard will work with staff and others to update the goals, objectives and service standards for each transit system. We understand that MARTA has an adopted Vision and Goals Statement; however these will be revisited as part of this study. Goals and objectives are important for guiding the direction of the service and ensuring they reflect the community's perspective on transit priorities. Service standards and performance measures are crucial for monitoring system performance and assuring funding partners that transit resources are deployed wisely. Our approach to this task is described below. Please note that that this task will also be conducted concurrent with Tasks 2 and 3.

### **Task 4.1 Stakeholder Interviews**

We will conduct a series of one-on-one confidential stakeholder interviews to lay the groundwork and give us a more comprehensive context for this transit study. This will allow key stakeholders to speak "off the record" and will allow the interviewer to explore issues in depth. Up to fifteen (15) individuals will be interviewed, with about an even split among the two transit systems. We anticipate some elected officials or human service agency representatives may be deemed stakeholders for both studies. Most interviews will be in person. Other interviews may be completed by telephone. Prior to the interviews, we will develop a set of interview questions and review them with the Project Manager. The interviews and meetings will be designed in such a way as to solicit information, which responds to core questions, but also allows for open-ended conversation. Some of the topics to be covered are:

- Perceptions about strengths/weaknesses in the fixed-route, deviated fixed route, dial-a-ride and trolley services
- High priority future local and regional transit needs
- Top three priorities for improving each service
- Perceptions of the transit system's public image

These interviews will be conducted with each authority board of directors, transit management staff, SANBAG staff, business and community leaders and others as recommended.

### **Task 4.2 Stakeholder Group Meetings**

To further supplement our understanding of transit needs and priorities, we will conduct a series of stakeholder/community meetings. We would rely on the transit authority staff to

help us identify key community and stakeholder groups that we could meet with and conduct such meetings. Typically, these groups might be comprised of individuals representing the following:

- Policymakers (County officials and City Council members)
- Community leaders
- Senior meal program participants or members of disability organizations
- Staff and clients of social service organizations and agencies
- Chambers of Commerce, employers and realtor groups
- Representatives from tourist and Visitors bureaus
- School representatives

We anticipate conducting up to three of these group meetings per study (total of about six meetings), perhaps by piggybacking on existing community meetings, visiting a senior center or coordinating with the Chambers of Commerce. We will propose the meeting formats and stakeholder groups and develop a Facilitation Guide with input from Transit Authority staff in order to ensure that the time will be spent productively.

The purpose of the meetings will be to understand the public's and stakeholders' perceptions of transportation needs and priorities in their respective communities. The meetings will be carried out in such a way as to solicit information which is detailed enough to provide added value to the study.

#### **Task 4.3 Driver Meetings**

Nelson\Nygaard has found that driver meetings have been a productive means of gaining front-line insight on service use, problems and opportunities. We would like to conduct a voluntary driver meeting for each system. We will coordinate the scheduling of these meetings or "drop-in" sessions. We recognize that due to driver schedules, some drivers may not be able to attend these meetings. Thus, we would also provide comment forms that drivers could submit. We have had success in many other communities where drivers have been able to submit these forms either anonymously or with their name for follow-up. Information that we expect to obtain from drivers includes:

- Who is using the services – seniors, youth, persons with disabilities or the general public?
- What are the maximum load points on fixed route services?
- Where are the delays or unproductive segments?
- What are the service strengths and weaknesses?
- Where should service be eliminated or enhanced?

This information will also help us develop service standards that are realistic and reflect conditions on the street.

#### **Task 4.4 Outreach Tools**

Nelson\Nygaard will write up to four press releases as appropriate to solicit public involvement throughout the course of the project. We will also prepare project information, including notices and documents, to be uploaded on the MBTA and MARTA websites.

#### **Task 4.5 Draft Goals, Objectives and Service Standards**

We will develop a set of draft goals, objectives and service standards based on historical performance, transit industry norms and stakeholder and authority board member input. We believe it is appropriate to do this task before developing service improvement alternatives because it provides a basis for evaluating service options and for developing service recommendations.

A complete and effective goal setting process is hierarchical and should encompass the following main elements:

- **Goals** set the tone by establishing the overall policy direction and organization philosophy. Transit goals should reflect a community vision for the role of transit in supporting broader community goals such as unmet needs, ADA accessibility, economic development, improved air quality, equal access to goods, services and activities, livable communities, etc.
- **Objectives** define each goal in terms of specific programs, actions and outcomes that are attainable and measurable.
- **Performance measures** provide the means for determining whether progress is being made toward achievement of defined objectives. Passive measures are used to monitor service design, and are often qualitative. Active measures are needed to track system performance, and generally are quantifiable.
- **Standards and guidelines** set the level of attainment desired for each performance measure. Standards provide firm thresholds while guidelines would offer targets for each type of service to achieve.

Goals, objectives, and performance standards will be presented in a series of tables and narrative text.

<b>Deliverable</b>	Technical Memorandum outlining the stakeholder interviews, group meetings, driver meetings and recommendations for transit goals, objectives and service standards
<b>Meetings:</b>	Up to 15 stakeholder interviews, six stakeholder group meetings and two driver meetings

## **Task 5 Transit Service Improvement Proposals**

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Building on all previous tasks, and considering updated transit goals and objectives in Task 4, we will develop a set of transit service alternatives and recommendations for MBTA and MARTA services.

### **Task 5.1 Defining and Recommending Service Scenarios**

Our approach in defining service alternatives is to look at how existing services can be improved to serve transit demands, building upon the strengths of the existing fixed route, deviated fixed route, dial-a-ride, and trolley services (MARTA), and addressing any weaknesses. Some objectives of this effort are to:

- Develop efficient routes and services,
- Enhance the integration and coordination of services,
- Consider alternative methods for providing transit service, such as flex routes or deviated services.

We will work with staff to define and evaluate up to three conceptual alternatives for each system. We anticipate these alternatives will represent different scales of service delivery.

Each alternative will be defined in terms of:

- Routes or dial-a-ride catchment areas
- Service hours, frequencies, and peak vs. off-peak variation, as appropriate
- Connections and transfer arrangements
- Operating costs
- Ridership forecasts
- Vehicle requirements
- Recommendations for improving passenger amenities, if appropriate
- Recommendations for enhanced coordination

These alternatives will represent a range of options that can be implemented individually, incrementally or in total depending on the level of available resources and community support. We will spend time in each service area to fully understand how potential new services might operate. We will analyze the street network; transit generators; land uses; traffic delay; signal delay; connections to out-of-county routes; pedestrian access; and any other mobility issues. We also plan to meet with staff of each system to discuss potential service scenarios. At the conclusion of this task, we will prepare a Technical Memorandum highlighting the service improvement alternatives and suggesting recommended service scenarios.

<b>Deliverables:</b>	Technical Memorandum reviewing service alternatives and recommendations. The report will include maps and other relevant information to present the service options and strategy.
<b>Meetings:</b>	One meeting with MARTA staff; one meeting with MBTA staff

## **Task 6 Financial Plan and Fare Strategy**

We will prepare a financially constrained Financial and Capital Plan to support the service and policy recommendations developed in Task 5. We will also conduct a fare analysis and recommend fare strategies to reflect our service recommendations. If coordination of transportation services is recommended in Task 5, we will identify opportunities for the coordinated funding of services. We will suggest funding agreements that may be appropriate, especially if services are reduced or expanded through enhanced coordination.

### **Task 6.1 Operating and Funding Plan**

We will begin by projecting operating costs based on the recommended service plan. The initial projections would be based on the current cost structures for each service. We will then develop a financial plan that will present operating projections by service category and describe availability of operating funds and passenger revenues by service category. The plan will detail the existing availability and potential availability of new funding sources, including operating revenues, and discretionary capital revenues.

### **Task 6.2 Five-Year Capital Plan**

We will identify the vehicle and facility needs to support the recommended transit service improvements. This will include the number and types of vehicles required, operational and facility needs (such as dispatch needs) and recommendations. We will also identify other capital needs required to support the service. Considering availability of capital funding sources, we will recommend capital projects that are necessary for short-term implementation and others that could be phased in when funds become available beyond the five-year timeline.

The financially constrained capital and financial plans will cover fiscal years 2007/08 through 2011/12 and will be incorporated as part of the Draft Final Report in Task 7. Nelson\Nygaard will provide staff with draft budgets and funding tables for review and approval prior to incorporating these into the Draft Final Plan.

### **Task 6.3 Evaluate Fares and Recommend Fare Strategies**

We will review current zone fare structures and fare instruments for both systems.

We understand that MARTA has plans to implement a fare restructuring plan this year. We will review the new fare structure and the basis for the recommendations. We will also review the ridership and revenue projections and revisit them based on the recommended new services, and refine the projections as needed.

We will also review the fare structure and policies for MBTA. Our focus will be to assess whether fares for different services are "fair and reasonable," easy for passengers to understand, and other relevant factors. We may recommend consolidation and simplification of some fares, or increased fares to achieve desired farebox recovery ratios based on ridership and revenue projections.

If new service types are proposed, we will describe options for new fares and a recommended fare strategy.

<b>Deliverables:</b>	Draft financial spreadsheets and recommended fare strategy for input and feedback. The results of Task 6 will be integrated in the Draft Final Plan.
<b>Meetings:</b>	As-needed with staff

## **Task 7 Draft Operations Analysis and Open Houses**

A draft report for each system will be prepared for review with MARTA, MBTA and SANBAG Staff.

Nelson\Nygaard will conduct two public workshops to review the draft plan. We propose to make these public open house workshops (exact times and locations to be determined). These meetings would be open to the public and would likely be attended by existing transit users and some nonusers. This open house format offers an open and comfortable environment for all participants. Most importantly, the format allows participants to collect information about existing services and be heard without sitting through an entire meeting. We have successfully used the open house format for many other similar projects. To maximize participation at the meetings, we will broadly advertise them through local newspapers, through the schools (PTAs), aboard buses, through e-mail distribution, and other venues recommended by SANBAG, MBTA and MARTA staff.

The draft Plan will also be presented to the MBTA and MARTA boards for review and comment.

Nelson\Nygaard will review the input on the plan and prepare a summary of comments.

<b>Deliverables:</b>	Draft Final Plans, incorporating all work on Tasks 2 through 6 Task 7; Summary of comments on Draft Plans from Open Houses and Board Meetings
<b>Meetings:</b>	Public Open House Meetings; Presentations to MARTA and MBTA Policy Boards



## **Task 8 Final Operations Analysis**

Based on feedback, we will make changes to the document and prepare the Final Plans. The result will be separate comprehensive plans with cohesive transit improvements and recommendations for each transit agency. An Executive Summary will be incorporated into the final report.

Nelson\Nygaard will submit electronic versions of the document and up to five printed bound copies of each Final Plan, as well as one reproducible original.

<b>Deliverables:</b> Final Plans including Stand-Alone Executive Summaries
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# PROJECT SCHEDULE

Our proposed project schedule meets the requirements of the RFP. Nelson\Nygaard is prepared to complete this project as proposed, based on this schedule.

Figure 1 Project Schedule

	4	11	18	25	1	8	15	22	29	5	12	19	26	3	10	17	24
1. Project Management and Administration																	
2. Description of Existing Services																	
3. Service Evaluation and Needs Assessment																	
4. Goals, Objectives and Service Standards																	
5. Transit Service Improvement Proposals																	
6. Financial Plan and Fare Strategy																	
7. Draft Plan																	
8. Final Plan																	

Figure 3 MBTA Cost Proposal

TASKS	NN Staff										Patti Post			Direct Costs				Total Cost/ Task
	Goldman	Rhine	Jewel	Flynn	Temps	GIS & Production	Total N/N Hours	Total N/N Labor Cost (\$)	Total Post Cost (\$)	5% G&A	Post	NN	Total Post Cost (\$)	Post	NN	5% G&A	Total Direct Costs	
	\$140.00	\$140.00	\$140.00	\$75.00	\$20.00	\$85.00												
1. Project Management and Administration	30	8		8			46	\$ 5,920	\$ -			\$ 500	\$ -		\$ 500	\$ 25	\$ 525	\$ 6,445
2. Description of Existing Services	12			24			76	\$ 6,880	\$ -				\$ -				\$ -	\$ 6,880
3. Service Evaluation and Needs Assessment	24	8		80			212	\$ 15,080	\$ -			\$ 500	\$ -		\$ 500	\$ 25	\$ 525	\$ 15,605
4. Goals, Objectives and Service Standards	30	12					42	\$ 5,880	\$ 80			\$ 1,000	\$ 11,200	\$ 500	\$ 1,000	\$ 75	\$ 1,575	\$ 18,605
5. Transit Service Improvement Proposals	40		40	30			134	\$ 15,480	\$ 8			\$ 500	\$ 1,120	\$ 500	\$ 500	\$ 25	\$ 525	\$ 17,135
6. Financial Plan and Fare Strategy	24	60					84	\$ 11,760	\$ -			\$ 100	\$ -		\$ 100	\$ 5	\$ 105	\$ 11,865
7. Draft Plan	24	12		12			72	\$ 7,980	\$ 8			\$ 400	\$ 1,120	\$ 200	\$ 400	\$ 30	\$ 630	\$ 9,730
8. Final Plan	12	8					28	\$ 3,480	\$ -			\$ 100	\$ -		\$ 100	\$ 5	\$ 105	\$ 3,585
<b>Total Budget</b>	<b>196</b>	<b>108</b>	<b>40</b>	<b>154</b>	<b>60</b>	<b>136</b>	<b>694</b>	<b>\$ 72,470</b>	<b>\$ 96</b>			<b>\$ 3,100</b>	<b>\$ 13,440</b>	<b>\$ 700</b>	<b>\$ 3,100</b>	<b>\$ 190</b>	<b>\$ 3,990</b>	<b>\$ 59,900</b>

Figure 4 MARTA Cost Proposal

TASKS	NN Staff										Patti Post			Direct Costs				Total Cost/ Task
	Goldman	Rhine	Jewel	Flynn	Temps	GIS & Production	Total N/N Hours	Total N/N Labor Cost (\$)	Total Post Cost (\$)	5% G&A	Post	NN	Total Post Cost (\$)	Post	NN	5% G&A	Total Direct Costs	
	\$140.00	\$140.00	\$140.00	\$75.00	\$20.00	\$85.00												
1. Project Management and Administration	40	8		8			56	\$ 7,320	\$ -			\$ 1,000	\$ -		\$ 1,000	\$ 50	\$ 1,050	\$ 8,370
2. Description of Existing Services	12			24			76	\$ 6,880	\$ -				\$ -				\$ -	\$ 6,880
3. Service Evaluation and Needs Assessment	24	8		80			212	\$ 15,080	\$ -			\$ 500	\$ -		\$ 500	\$ 25	\$ 525	\$ 15,605
4. Goals, Objectives and Service Standards	24	12					36	\$ 5,040	\$ 80			\$ 1,000	\$ 11,200	\$ 500	\$ 1,000	\$ 75	\$ 1,575	\$ 17,815
5. Transit Service Improvement Proposals	40		30	24			118	\$ 13,640	\$ 8			\$ 500	\$ 1,120	\$ 500	\$ 500	\$ 25	\$ 525	\$ 15,285
6. Financial Plan and Fare Strategy	24	60					84	\$ 11,760	\$ -			\$ 100	\$ -		\$ 100	\$ 5	\$ 105	\$ 11,865
7. Draft Plan	24	12		12			72	\$ 7,980	\$ 8			\$ 1,000	\$ 1,120	\$ 200	\$ 1,000	\$ 60	\$ 1,280	\$ 10,360
8. Final Plan	12	8					28	\$ 3,480	\$ -			\$ 100	\$ -		\$ 100	\$ 5	\$ 105	\$ 3,585
<b>Total Budget</b>	<b>200</b>	<b>108</b>	<b>30</b>	<b>148</b>	<b>60</b>	<b>136</b>	<b>682</b>	<b>\$ 71,180</b>	<b>\$ 96</b>			<b>\$ 4,200</b>	<b>\$ 13,440</b>	<b>\$ 750</b>	<b>\$ 4,200</b>	<b>\$ 248</b>	<b>\$ 5,198</b>	<b>\$ 69,818</b>

## SANBAG Acronym List

1 of 2

AB	Assembly Bill
ACE	Alameda Corridor East
ACT	Association for Commuter Transportation
ADA	Americans with Disabilities Act
APTA	American Public Transportation Association
AQMP	Air Quality Management Plan
ATMIS	Advanced Transportation Management Information Systems
BAT	Barstow Area Transit
CAC	Call Answering Center
CALACT	California Association for Coordination Transportation
CALCOG	California Association of Councils of Governments
CALSAFE	California Committee for Service Authorities for Freeway Emergencies
CALTRANS	California Department of Transportation
CARB	California Air Resources Board
CEQA	California Environmental Quality Act
CHP	California Highway Patrol
CMAQ	Congestion Mitigation and Air Quality
CMP	Congestion Management Program
CNG	Compressed Natural Gas
COG	Council of Governments
CSAC	California State Association of Counties
CTA	California Transit Association
CTAA	Community Transportation Association of America
CTC	California Transportation Commission
CTC	County Transportation Commission
CTP	Comprehensive Transportation Plan
DMO	Data Management Office
DOT	Department of Transportation
E&H	Elderly and Handicapped
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
EPA	United States Environmental Protection Agency
ETC	Employee Transportation Coordinator
FEIS	Final Environmental Impact Statement
FHWA	Federal Highway Administration
FSP	Freeway Service Patrol
FTA	Federal Transit Administration
FTIP	Federal Transportation Improvement Program
GFOA	Government Finance Officers Association
GIS	Geographic Information Systems
HOV	High-Occupancy Vehicle
ICMA	International City/County Management Association
ICTC	Interstate Clean Transportation Corridor
IEEP	Inland Empire Economic Partnership
ISTEA	Intermodal Surface Transportation Efficiency Act of 1991
IIP/ITIP	Interregional Transportation Improvement Program
ITS	Intelligent Transportation Systems
IVDA	Inland Valley Development Agency
JARC	Job Access Reverse Commute
LACMTA	Los Angeles County Metropolitan Transportation Authority
LNG	Liquefied Natural Gas
LTF	Local Transportation Funds
MAGLEV	Magnetic Levitation
MARTA	Mountain Area Regional Transportation Authority
MBTA	Morongo Basin Transit Authority
MDAB	Mojave Desert Air Basin
MDAQMD	Mojave Desert Air Quality Management District
MIS	Major Investment Study
MOU	Memorandum of Understanding

## SANBAG Acronym List

2 of 2

MPO	Metropolitan Planning Organization
MSRC	Mobile Source Air Pollution Reduction Review Committee
MTP	Metropolitan Transportation Plan
NAT	Needles Area Transit
OA	Obligation Authority
OCTA	Orange County Transportation Authority
OWP	Overall Work Program
PA&ED	Project Approval and Environmental Document
PASTACC	Public and Specialized Transportation Advisory and Coordinating Council
PDT	Project Development Team
PPM	Planning, Programming and Monitoring Funds
PSR	Project Study Report
PTA	Public Transportation Account
PVEA	Petroleum Violation Escrow Account
RCTC	Riverside County Transportation Commission
RDA	Redevelopment Agency
RFP	Request for Proposal
RIP	Regional Improvement Program
ROD	Record of Decision
RTAC	Regional Transportation Agencies' Coalition
RTIP	Regional Transportation Improvement Program
RTP	Regional Transportation Plan
RTPA	Regional Transportation Planning Agencies
SB	Senate Bill
SAFE	Service Authority for Freeway Emergencies
SANBAG	San Bernardino Associated Governments
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCRRA	Southern California Regional Rail Authority
SED	Socioeconomic Data
SHA	State Highway Account
SHOPP	State Highway Operations and Protection Program
SOV	Single-Occupant Vehicle
SRTP	Short Range Transit Plan
STAF	State Transit Assistance Funds
STIP	State Transportation Improvement Program
STP	Surface Transportation Program
TAC	Technical Advisory Committee
TCM	Transportation Control Measure
TCRP	Traffic Congestion Relief Program
TDA	Transportation Development Act
TEA	Transportation Enhancement Activities
TEA-21	Transportation Equity Act for the 21 <sup>st</sup> Century
TIA	Traffic Impact Analysis
TMC	Transportation Management Center
TMEE	Traffic Management and Environmental Enhancement
TOC	Traffic Operations Center
TOPRS	Transit Operator Performance Reporting System
TSM	Transportation Systems Management
USFWS	United States Fish and Wildlife Service
UZAs	Urbanized Areas
VCTC	Ventura County Transportation Commission
VTA	Victor Valley Transit Authority
WRCOG	Western Riverside Council of Governments

# ***San Bernardino Associated Governments***



## **MISSION STATEMENT**

To enhance the quality of life for all residents, San Bernardino Associated Governments (SANBAG) will:

- Improve cooperative regional planning
- Develop an accessible, efficient, multi-modal transportation system
- Strengthen economic development efforts
- Exert leadership in creative problem solving

To successfully accomplish this mission, SANBAG will foster enhanced relationships among all of its stakeholders while adding to the value of local governments.

Approved June 2, 1993  
Reaffirmed March 6, 1996